

RFP # 13-01-LR

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| Issue Date: | February 8, 2013 |
| Title: | Vehicle Emissions Inspection & Maintenance Program – Program Coordinator Services |
| Commodity Code: | 92000 |
| Issuing Agency: | Commonwealth of Virginia Department of Environmental Quality Attn: Laura Roder, Contract Officer P. O. Box 1105 Richmond, VA 23218 |
| Using Agency And/Or Location Where Work Will Be Performed: | Department of Environmental Quality |

Initial Period Of Contract: From July 1, 2013 Through June 30, 2020 (Renewable).

Sealed Proposals Will Be Received Until 2:00 p.m. on March 22, 2013 For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To The Following Single Point of Contact: Laura Roder, Contract Officer, Phone: (804) 698-4196, or E-mail: Laura.Roder@deq.virginia.gov. Technical questions must be submitted, in writing, to the Single Point of Contact no later than 5:00 p.m. on February 14, 2013. Responses to these questions will be provided at the mandatory pre-proposal conference. Questions received less than five (5) business days prior to the due date for receipt of proposals may not be answered.

IF PROPOSALS ARE MAILED, SEND TO:

Department of Environmental Quality
Attn: Laura Roder, Contract Officer
P. O. Box 1105
Richmond, VA 23218

IF PROPOSALS ARE DELIVERED BY COURIER
OR HAND DELIVERED, DELIVER TO:

1st Floor Receptionist Desk
Department of Environmental Quality
Attn: Laura Roder, Contract Officer
629 East Main Street
Richmond, VA, 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS Number: _____

Fax Number: () _____

E-mail Address: _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

Telephone Number: () _____

PREPROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held at 10:00 a.m. on February 21, 2013 at 629 East Main Street, Richmond, VA 23219. NO ONE WILL BE ADMITTED AFTER 10:10 a.m. If special ADA accommodations are needed, please contact Laura Roder at (804) 698-4196 by February 18, 2013.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals in order to establish a contract through competitive negotiations with a single vendor for the purpose of (1) operating and maintaining a Vehicle Inspection Database (VID) system, (2) supplying and maintaining testing equipment to inspection stations, and (3) providing certain training and evaluation functions for the Northern Virginia Enhanced Inspection and Maintenance (I/M) Program known as Air Check Virginia operated by the Commonwealth of Virginia Department of Environmental Quality (DEQ).

II. BACKGROUND:

A. FEDERAL REQUIREMENTS

The 1990 Federal Clean Air Act Amendments require that I/M Programs be implemented in urbanized areas exceeding the National Ambient Air Quality Standards for ozone and/or carbon monoxide (CO). The Federal Clean Air Act requires implementation of an enhanced I/M Program in the census-defined Washington DC Metropolitan Statistical Area (MSA). In Virginia, this area includes the cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park, and the counties of Arlington, Fairfax, Prince William, Loudoun, and Stafford.

To meet this requirement, in 1998 DEQ chose to update and expand the existing biennial decentralized I/M program to incorporate a two-mode ASM tailpipe test for light duty vehicles 1981 and newer (Gross Vehicle Weight Rating (GVWR) of up to 8,500 pounds). Vehicles older than 1981, heavy duty vehicles (8,501 – 10,000 pounds GVWR), and vehicles unable to be tested on a dynamometer are inspected using the two-speed idle (TSI) test. Since September 2005, all vehicles that are equipped with On-Board Diagnostics-II (OBD-II) are required to pass an OBD-II test (gasoline vehicles from model year 1996 and light duty diesel vehicles from model year 1997). Stations wishing to participate could purchase VA certified equipment (Northern Virginia Analyzer System or NVA) currently available from five vendors. DEQ has successfully operated the Air Check Virginia enhanced I/M program with the assistance of VID/Communication contractors since the program began in 1998. The current contract, with SGS/Testcom, expires July 1, 2013 and cannot be extended except for a transition period as may be necessary.

The Enhanced I/M program, also known as Air Check Virginia, started in March of 1998 and was fully operational July 1, 1998. Approximately 825,000 unique vehicles (2011 data) are tested each year at 509 private certified emissions inspection facilities for a total of 935,000 valid completed tests per year (including retests). See Attachment C for Air Check Virginia and DMV registration statistics from 2011 calendar year.

B. RECENT VIRGINIA LEGISLATION

Legislation passed by the 2012 Virginia General Assembly mandated that DEQ gather a group of stakeholders with knowledge of the vehicle emissions inspection and maintenance program to make recommendations on the specific requirements for utilizing a Program Coordinator to supply equipment and database services and to provide certain management aspects of the

program currently provided by DEQ. A stakeholder group was assembled and meetings were held on August 8, 2012 and August 13, 2012 at the DEQ Central Office. The stakeholder group reached consensus on a number of recommendations for utilizing a Program Coordinator, and these recommendations were considered in the development of this RFP.

The statute also stipulated that the Program Coordinator could be paid up to \$3,500 per year for each set of required equipment for each inspection station. Stakeholder group participants indicated that this cost may be possible for a Program Coordinator if the contract period was of sufficient length to allow for the amortization of equipment. A review of RFPs issued by other states supported the need for a longer contract period. Consequently, DEQ elected to establish a seven (7) year contract period, with the potential of one (1) two-year renewal period, for this RFP.

Additionally, the statute provided for an expanded on-road clean screening program. The statute did not allow the remote sensing and on-road clean screening programs to be included in any contract for Program Coordinator Services. Therefore, remote sensing and on-road clean screening services will be procured through a separate Request for Proposals at a later date.

Prior to the stakeholder group meetings, DEQ had issued a Request for Information (RFI) #2012-01-pj with the objective of gathering information that would enable DEQ to gain a better understanding of how the vehicle emissions inspection and maintenance program could utilize a single Program Coordinator to provide equipment, Vehicle Inspection Database (VID) services, and other functions. Responses were received from four (4) vendors. These responses were shared with the stakeholder group and considered in the development of this RFP.

C. CURRENT SITUATION

The current Enhanced I/M system is made up of six applications: the Analyzer Application Interface (AAI), the Testcom File Transfer system (TFTR), the Vehicle Inspection Database (VID) System, the On-Road Emissions (ORE) enforcement module, the Virginia Department of Motor Vehicles (DMV) Interface, and the Comprehensive Environmental Data Systems (CEDS). The AAI and TFTR make up the Northern Virginia Analyzer System (NVAS) because they are both installed on the individual analyzer machines located at each testing facility. To ensure the proper qualification of emissions station workers, a training and testing program for emissions inspectors and emissions repair technicians is offered on an ongoing basis, as described in 7. below.

1. ANALYZER APPLICATION INTERFACE (AAI)

The AAI was developed and implemented by each analyzer manufacturer to work in conjunction with TFTR. The AAI initiates five different calls: (GET_VEHICLE, SEND_RESULTS, SYNCH_CHANGES, SYNCH_ALL, INITIALIZE) to the VID system via TFTR.

Prior to every emissions test performed by the NVAS units, the emissions inspector performing the test will enter an emissions inspector ID number and the vehicle identification number into the AAI. The AAI then initiates a GET_VEHICLE call which tells TFTR to open a secure network connection, via dial-up modem, to the VID system in order to verify the validity of the analyzer unit, the testing facility, and the emissions inspector ID. If the validation process is unsuccessful, the transmission over the network connection is terminated. A successful validation results in an attempt to find a matching

vehicle identification number in the VID system. The VID application searches the VID database for a VIN match among the previous test records. If a match is found, the VID system determines if there is a vehicle lookup table (VLT) match and if so returns an acknowledgement flag along with the most recent previous test vehicle description and test information. If the VIN is not found or VLT validation match is unsuccessful, the VIN is decoded and the decoded results sent to the analyzer. If the VIN searches fail, a record not found acknowledgement is sent and the emissions inspector is prompted by the AAI to enter the vehicle information manually. Once the GET_VEHICLE procedure is completed successfully, the emissions inspector is prompted by the AAI to input some additional vehicle information and then is guided through the testing process. Upon completion of the testing process, the AAI initiates a SEND_RESULTS call which tells TFTR to open a secure connection, via modem, to the VID system in order to transmit the test results to the VID database.

Additional Information:

INITIALIZE: Each analyzer has to be initialized before it is allowed to perform any other process. This occurs during the first call to the VID. After the first call to the VID, a directory for the analyzer is created and all the files from the VID home directory are copied to the analyzer directory. In order for the initialization to occur successfully, an analyzer account must already exist in the VID database and the initialized flag should be set to "N".

SYNCH_CHANGES: Only sends down updates to files which are flagged in the analyzer table.

SYNCH_ALL: Sends down all files related to the Enhanced I/M test program.

2. COMMUNICATIONS MANAGER (TFTR)

TFTR, which was developed by SGS/Testcom, is fully integrated into the AAI software and is therefore installed as part of the AAI. It is responsible for performing the following functions:

- a) **Initiating the call to the VID system:** At the beginning of the initiate call process, initialization of the modem is performed. If any problems occur during modem initialization, an error message is sent back to the NVAS unit and the process terminated. After successful modem initialization, the dial-up process to the authentication server is performed. If any problems occur during the dial-up process, an error message is sent back to the NVAS unit and the process terminated. After successful connection to the authentication server, the authorization process takes place. If the call is not authorized, an error message is sent back to the NVAS unit and the process terminated. After successful authorization, a connection to the proper database in the VID system will be established. Once a database connection is made, the initiate call process is complete.
- b) **Reading the files for transmission to the VID system:** At the beginning of the reading files for transmission process, TFTR determines which files on the NVAS units will be read. This is achieved based on the argument GET_VEHICLE or SEND_RESULTS, passed from the AAI when executing TFTR application. A

formatted transaction file(s) will be generated based on the data from the appropriate files.

- c) Transmitting the file information to the VID system: After the creation of a transaction file, the data is transmitted to the VID system. Once the transaction has been successfully sent, TFTR will wait for a response and status code from the VID system.
- d) Receiving files from the VID system: At the beginning of the receiving files from the VID system process, TFTR determines which call, GET_VEHICLE or SEND_RESULTS, was made. Once the appropriate files are received from the VID system, a response and status code will be sent from the VID system.
- e) Writing the files to the NVAS units: The writing of files to the NVAS units will take place after a response has been sent by the VID following a SEND_RESULTS call. The VID system will send TFTR a REFRESH transaction that will contain any data that needs to be updated on the NVAS units.
- f) Dial tone and communications test between the NVAS units and the VID system: TFTR can perform two diagnostic checks on the network communication between the NVAS units and the VID system. (1) A dial tone check can be performed by passing a DIAL argument to TFTR application. (2) A full communications transmission test can be performed by passing a COMMTEST argument to TFTR application.

3. VEHICLE INSPECTION DATABASE (VID) SYSTEM

The current VID system was developed and implemented by SGS/Testcom in order to serve as an interface between the NVAS units, the Virginia DMV, the ORE enforcement module, and CEDS. The VID system contains:

- a) Authentication procedures: The authentication procedures verify the validity of the analyzer unit, the testing facility, and the emission inspector ID during TFTR GET_VEHICLE call. Data from CEDS is used by the authentication procedures.
- b) Emissions testing procedures: The procedures to run the emissions testing program
- c) On-Road Emissions procedures: The selection criteria for high emitter identification and clean screen candidate vehicles
- d) Detailed emissions test data and parameters
- e) History of past test results
- f) VIN Decoder: The VIN decoder reads the entered vehicle identification number and returns the vehicle information (i.e. model, make, year, engine type, etc.) based on the characters that make up the VIN.
- g) Three databases: one for emissions testing, one for reporting and one “test VID” for developmental functions.
- h) Virginia Inspection Monitoring System: VIRIMS is a web based interface developed and implemented by SGS/Testcom to serve as a user interface into the

VID system. VIRIMS allows the users to only run reports; no input into the VID database is allowed.

- i) The VID Access and Control System (VACS) is an interface that allows certain DEQ staff to perform operations and make changes to key test parameter tables and standards tables on the VID application. Attachment B contains the requirements for the VACS system.
- j) Toad for Oracle Base: This application allows two DEQ personnel to view Production VID files, run SQL queries and export data. It also provides a link to the Developmental VID with permissions to change most data.

4. ON-ROAD EMISSIONS (ORE) ENFORCEMENT MODULE

The ORE enforcement module receives information from the VID on potential high emitter and clean screen candidates, parses this information with the vehicle's previous test information, and requests and receives vehicle owner information from DMV. It serves as an interface between DEQ ORE enforcement staff and the VID. It returns DEQ-validated clean screen passes and high emitter notices of violation (NOVs) to the VID and creates a mailing address file for DEQ's use.

5. VIRGINIA DEPARTMENT OF MOTOR VEHICLES (DMV) INTERFACE

The DMV interface is responsible for the transmission of Enhanced I/M system test results to the DMV database. The current interface application is the EntireX Broker product. The EntireX Broker application is an on-line, real-time process that constantly polls the VID system for any test results and immediately sends them to the Virginia DMV database. As a backup, the data is also transmitted in batch files that are sent twice a day to the Virginia DMV database via an ftp chronologic job. For this RFP, DMV will move to a SOAP 1.2 / XML based web service.

Currently the VID also serves as a relay between the remote sensing program contractor and DMV. Remote sensing license plate readings and observation dates are sent to DMV which returns the VIN and other vehicle information. The NVAS-2 VID will not handle the remote sensing data processing functions – only the results processing.

6. COMPREHENSIVE ENVIRONMENTAL DATA SYSTEM (CEDS)

CEDS was developed and implemented by the Commonwealth of Virginia DEQ to assist DEQ in regulating all stationary sources in Virginia as well as to provide emissions inventory and accounting functions within the state. Within the scope of regulating the I/M testing facilities, CEDS is used to issue licenses and certifications to emissions inspectors and facility emissions repair technicians and to track compliance actions. It allows DEQ compliance officers to certify the inspection stations once they are tested and successfully meet DEQ requirements. This ensures that the emissions inspectors and facility emissions repair technicians are properly licensed and certified and that the facility's testing units are operating within DEQ guidelines at all times.

Currently CEDS is linked to the VID system in order to provide the information necessary to ensure that the emissions inspectors, emissions testing facilities, emissions repair technicians, and NVAS units all meet DEQ's eligibility guidelines. CEDS feeds information about the emissions inspectors, emissions testing facilities, emissions repair

technicians, and NVAS units to the VID system. This data feed ensures that no I/M procedures are performed unless done by an authorized emissions inspector on an authorized NVAS unit at an authorized testing facility. It also ensures that only authorized DEQ compliance officers can update any data in the CEDS database. CEDS transmits data to the VID system on a real-time basis. The VID system currently does not transmit any data to CEDS. See Attachment D for more information regarding CEDS.

7. LICENSED EMISSIONS INSPECTOR AND CERTIFIED EMISSIONS REPAIR TECHNICIAN TRAINING / TESTING

Training and testing for Licensed Emissions Inspectors (LEI) and Certified Emissions Repair Technicians (CRT) are currently offered to applicants through an arrangement with Northern Virginia Community College (NVCC). In order to qualify for an emissions inspection waiver, the emissions related repairs must, by regulation, be conducted at a Virginia Certified Emissions Repair Facility (CRF) and be performed, or supervised and approved by, a Virginia Certified Emissions Repair Technician.

a) Licensed emissions inspectors:

Licenses are valid for up to three years, after which refresher training and testing is required. Training classes are currently offered at two NVCC campuses on a regular basis (four courses during each fall and spring semesters, and two courses during each summer semester). This course earns one college credit hour. The course is currently required for both new and renewal applicants, and is held in the evenings to accommodate those who work during the day so that work time and/or wages are not lost. The course is conducted in four sessions of four hours each, once per week for four weeks. A passing grade of at least 80% is required on the final exam in order to qualify as an LEI. Final qualification and licensing is determined by “field certification” conducted by DEQ compliance officers to ensure the ability of the applicant. The course covers all information required by federal regulation (40 CFR Section 51.367(a)(1)) as well as specifics of the Virginia emissions inspection program and any current or updated procedures. Furthermore, the course is currently taught by DEQ compliance officers who are knowledgeable about the program and are familiar with the most up-to-date information and current issues.

b) Certified emissions repair technicians:

Certifications are valid for a period of up to three years after which requalification is required. There are two paths to certification as a CRT.

- Applicants who hold a valid L-1 certification from the National Institute of Automotive Service Excellence (ASE) will qualify as a CRT for up to three years or the expiration of their L-1 certification, whichever occurs first. L-1 applicants may document their ASE status by logging into their personal ASE on-line account and having their transcript sent to DEQ. (If the L-1 expires later than the CRT expiration date, an application for CRT renewal will be honored up to the date of the L-1 expiration.)

- Northern Virginia Community College (NVCC) offers a CRT course at two campuses that is designed to prepare the applicants for diagnosis and repair of vehicles that are subject to Air Check Virginia. This course earns two college credit hours. The course is conducted in eight sessions of four hours each, once per week for eight weeks. A passing grade of at least 80% is required on the final exam in order to qualify as a CRT. On the first night of class a CRT “opt-out” exam is offered; those who pass this exam with a score of 80% or better are excused from the remaining class sessions and will qualify as a CRT at the conclusion of the course. DEQ certifies the CRTs based on the applicant qualifications as stated above.

c) Training Statistics from 2011

LEIs (all at NVCC): Renewals – 463, New applicants – 205, Failed the exam – 216 (not broken down by renewal or new, but the renewal fail rate is around 10-15%). Classes are offered once per month at each of 2 campuses (Alexandria and Manassas), for a total of two classes per month. Currently there are 10 classes per year at both campuses for a total of 20 per year.

CRTs: At NVCC – 104. Classes are 8 weeks, offered once per quarter at each of the 2 campuses. By ASE L-1 – 165. (Neither broken down by new or renewal.) NVCC currently offers a Spring semester, Fall semester, and Summer semester – 2 classes spring, 2 classes fall and 1 class summer – at each campus for a total of 10 classes per year.

III. **STATEMENT OF NEEDS:**

- **The headings, captions, and arrangements used in this request for proposal are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this agreement, nor to affect the meaning thereof.**

DEQ seeks to secure a single contractor: 1) to provide certain management services for the enhanced Vehicle Emissions Inspection and Maintenance Program in Northern Virginia called Air Check Virginia, 2) to design, build, test, host, operate, and maintain the Vehicle Inspection Database (VID) system and communications network, 3) to furnish all vehicle inspection equipment (except for dynamometers) for approximately 500 inspection stations, at a cost of up to \$3,500 per year for each set of required equipment for each inspection station, 4) to provide maintenance of all vehicle inspection equipment furnished to the inspection stations and certain maintenance for the dynamometer supplied by the station, 5) to assume the Air Check Virginia functions currently managed in DEQ’s Comprehensive Environmental Data System CEDS, 6) to provide certain training and testing functions, and 7) to provide support tools and equipment for DEQ staff to carry out their current program oversight and enforcement duties. The contractor shall perform these services in accordance with the minimum requirements stated herein. DEQ desires that Offerors be creative in proposing solutions to meet this Statement of Needs.

A. REQUIRED EXPERIENCE

1. The Offeror must have successfully installed, or played a substantial role in the installation of at least one enhanced I/M system including testing equipment and data management. DEQ will have the sole discretion to decide what constitutes successful and substantial.

2. The Offeror must have experience maintaining and supporting at least one state I/M system utilizing a decentralized network.
3. Associated with the experience described above, the Offeror, and for each proposed subcontractor(s), must provide an affidavit completely describing for the previous 5 years any and all: missed contract deliverables; missed contract deadlines; liquidated damages assessed; corrective actions received; defaults on contracts with sub-contractors; data system downtime; and other contract failures. The Offeror must also disclose any program or contract services suspended or terminated by the client(s) and the reason(s) for such suspension or termination.
4. The Offeror shall disclose any involvement by its organization or any proposed subcontractor(s) or by any officer or principal in the organization or in any proposed subcontractor(s) in any material business (civil and criminal) litigation within the last five years. The disclosure will include an explanation, as well as the current status and/or disposition.

B. SUPPLY NEW VEHICLE INSPECTION DATABASE (VID) SYSTEM AND COMMUNICATIONS MANAGER

The Program Coordinator shall provide DEQ with a new VID application solution that meets the requirements outlined in this RFP. The Offeror shall describe their system development methodology and shall provide a Project Implementation Plan and a Project Timeline. This includes a description of how the project will progress and specific system documentation deliverables and examples, where appropriate. The Program Coordinator shall provide a Data Conversion Plan and a System Migration Plan, both of which will be subject to DEQ approval. The Program Coordinator shall submit an acceptance testing script for DEQ approval (see Attachments G and H). The VID and Communications Manager application software as well as the NVAS-2 workstation test procedures and interface shall be subject to and have successfully passed a DEQ approved acceptance testing prior to production implementation. DEQ will make available to the selected Program Coordinator documentation on the current VID application upon notice of award of a contract pursuant to this RFP.

1. VID APPLICATION HARDWARE

- **The term hardware is used to refer to the application server, database server, communications server, and web server, NOT the NVAS-2 units, user desktop PC's, or user laptops.**

The Program Coordinator shall provide the hardware necessary to run the applicable VID application software and shall assume full responsibility for the maintenance and support of the VID hardware infrastructure. The selected hardware configuration must meet the requirements outlined in this RFP. The VID application hardware shall be able to support the operating system running the VID application. The VID application hardware shall support a multi tier architecture with web-based reporting.

The servers proposed by the Offeror shall be located at the Program Coordinator's facilities. DEQ requires two servers at separate locations, each with an uninterruptable power supply, and both servers shall employ Heart Beat Monitoring to minimize the chance of losing the system due to a server or connection failure. The Offeror shall identify proposed locations for the servers.

The Program Coordinator shall be responsible for troubleshooting and resolving all issues related to the VID system hardware. The Program Coordinator shall be responsible for replacement and installation of any and all components that fail during the term of the contract.

Given the rapid pace of technological change, DEQ agrees to consider reasonable hardware substitutions and software versions, provided that the cost and functionality are equivalent to the agreed upon price in any contract pursuant to this RFP. DEQ reserves the right to approve written requests for substitutions of actual make and model and version proposed by the Program Coordinator, in the event that the equipment specified in its proposal is no longer available.

2. SYSTEM REQUIREMENTS

The VID system must be setup in a redundant environment to ensure that it has an availability of 99.95% during the principal hours of operation and an availability of 99.00% during the off-peak hours with the exception of pre-planned outages or scheduled maintenance as approved by DEQ.

- Note: Principal hours of operation are defined as Monday through Friday, 8am Eastern Time to 6pm Eastern Time, with the exception of state of Virginia holidays, and Saturday, 8am Eastern Time to 12pm Eastern time.
- Off-peak hours are defined as state of Virginia holidays and anytime that does not fall within the window classified as principal hours of operation.

The Program Coordinator shall be responsible for troubleshooting and resolving all issues related to the VID system.

3. FAULT TOLERANCE

a) Communication:

All communication links between the NVAS-2 units and the VID, and between the VID and DMV shall meet the following criteria:

There shall be an availability of 99.95% during the principal hours of operation with the exception of internet service provider outages, DMV system outages, or pre-planned outages as approved by DEQ.

There shall be an availability of 99.00% during the off-peak hours with the exception of internet service provider outages, pre-planned outages, DMV system outages, or scheduled maintenance as approved by DEQ.

Response time for communication from the NVAS-2 units to the VID shall be, on average, less than 5 seconds. The response time consists of the amount of time it takes to transmit data between the NVAS-2 units and the VID including VID processing time.

In the event that any communication link goes down for any reason other than DEQ approved scheduled maintenance, the Program Coordinator shall be responsible for ensuring that a reliable backup communication method is automatically initiated. In the event that the backup communications link also

fails, the Program Coordinator shall be responsible for providing replacement service as agreed to by DEQ.

b) VID Application:

The VID application shall be a high-availability application. Therefore the Program Coordinator shall be responsible for ensuring that the VID application meets the following availability criteria.

There shall be an availability of 99.95% during the principal hours of operation with the exception of pre-planned outages as approved by DEQ.

There shall be an availability of 99.00% during the off-peak hours with the exception of pre-planned outages or scheduled maintenance as approved by DEQ.

c) Database:

The VID database(s) will store critical time-sensitive data that is accessed by the NVAS-2 units and DEQ. Therefore, the Program Coordinator shall be responsible for ensuring that the VID database(s) meets the following availability criteria.

There shall be an availability of 99.95% during the principal hours of operation with the exception of pre-planned outages as approved by DEQ.

There shall be an availability of 99.00% during the off-peak hours with the exception of pre-planned outages or scheduled maintenance as approved by DEQ.

d) Service Level Credits:

If there is any noticeable failure to meet the specified availability criteria of the VID application, the VID database, or any of the Program Coordinator supported Enhanced I/M communication links, the Program Coordinator shall be assessed a service level credit (see Attachment F).

4. COMMUNICATION NETWORK

The Program Coordinator shall be responsible for the setup and maintenance of the communication network between the NVAS-2 units and the VID system and DEQ.

All VID system related network connections shall have the capability to communicate over an Internet connection. All network connections between the NVAS-2 units and the VID system and DEQ shall be able to support data transmissions over the Internet.

5. VID APPLICATION SOFTWARE REQUIREMENTS

The VID application software shall be developed for successful deployment on an industry standard operating and database server system. The Offeror shall present reasons why the operating system and database servers chosen are most suitable for the Air Check Virginia application.

The VID application software shall support the input and output of standard file types including TXT, XML, XLS, etc.

The VID and Communications Manager application software shall be developed to operate on the Offeror supplied operating system.

The Program Coordinator shall be responsible for troubleshooting and resolving all issues related to the VID and Communications Manager application software.

The Offeror shall describe the level of resources it will commit to the development of software; must identify the person/entity that will develop it; and must indicate whether the software has been previously used in another program.

6. ESCROW REQUIREMENTS

The most recent VID application and Communications Manager source code and VID application documentation shall be placed in escrow by the Program Coordinator so it is available to DEQ for use in any Virginia area I/M program upon contract failure, termination, or breakage by the Program Coordinator or DEQ. Both the software for the NVAS-2 specification, which may reside on the inspection workstation, for the VID application and for any other module shall be included. DEQ shall have access rights to the escrow account. At DEQ's discretion the Program Coordinator shall provide to DEQ verification from an independent source that the software held in escrow is in fact that which is in production. The Program Coordinator shall execute this escrow agreement within 180 days of award of any contract pursuant to this RFP or upon implementation of the NVAS-2 VID whichever occurs first.

7. SOFTWARE LICENSES

The Offeror shall list all software licenses required to operate the VID and Communication Manager and other systems pertinent to this RFP including the expected duration dates of these licenses.

The Offeror shall indicate the reason and purpose for such intellectual property license(s), and the number of each license that is required.

8. DATA RETENTION AND STORAGE

- a) The Program Coordinator shall be responsible for ensuring that a storage area network is used to maintain all data.
- b) The Program Coordinator shall be responsible for ensuring that test results are maintained on-line for:
 - A minimum of eight years for the transactional database
 - All historical data for the reporting database
- c) The Program Coordinator shall be responsible for archiving data stored in the VID database. Any archived data must be stored in a standard file format and available to DEQ for retrieval within one hour upon a request being made.
- d) The Program Coordinator shall be responsible for ensuring that all archived data is stored in a secure facility. The storage facility shall be subject to DEQ approval.
- e) All files, records, documentation, and data that is collected, stored, generated, maintained, or transmitted during the performance of the Air Check Virginia program, or as part of the contract resulting from this RFP, are the property of DEQ and shall be relinquished immediately upon request by DEQ, or at the

end of the contract term. The Program Coordinator shall have no rights to any such files, records, documentation, or data and related records collected, stored, generated, maintained, or transmitted during the performance of the Air Check Virginia program, or as part of the contract resulting from this RFP.

- f) DEQ reserves the right to enter, and shall be granted entry by the Program Coordinator to, the Program Coordinator's facilities during normal business hours and without delay to evaluate storage facilities and inspect methods and compliance with all specifications outlined in this RFP.

9. VID APPLICATION OPERATIONAL REQUIREMENTS

a) DMV Interface

The current DMV interface application will be changing to a SOAP 1.2 / XML based web service. The NVAS-2 VID development shall not be done in a way that negatively affects the current EntireX Broker application and causes it to stop performing within normal parameters. The NVAS-2 VID system shall send any data feeds that are currently being transmitted from the SGS VID to the DMV database, including VIN, test date, TIN and test result, via the SOAP 1.2 / XML based web connection or via any future replacement, modification or update to that application. The NVAS-2 VID will initiate a test results post to the DMV web service and will receive a response from DMV to the test results post transaction. If the post response is successful, the transaction is complete. If the post response indicates it is unsuccessful (either by an explicit return, or lack of any return response), then the NVAS-2 VID shall have a provision for the test transaction to be resent until a successful response is received. At this time it is anticipated that a backup batch file send will not be needed. However, the Program Coordinator shall provide this if necessary.

DEQ and DMV desire to minimize off-line testing, The Offeror shall propose methods to determine if a workstation is off-line and if so to determine the cause and notify the DEQ compliance officer for that station. When a workstation goes on-line, all off-line test transactions shall be immediately sent to the VID for processing regardless of whether the workstation initiated the contact with the VID.

b) VIN Decoder

The VID application software shall contain a VIN decoder feature, which shall have its data tables updated at least annually with new vehicle information. The Program Coordinator shall be responsible for ensuring that DEQ has web access privileges to the VIN decoder output. The output shall include a full VIN decode with all data for each VIN digit position (similar in performance to ISO VIN decode (Insurance Services Office). This access shall enable the creation of ad hoc reports and queries through the use of DEQ approved business intelligence tools.

c) Vehicle Information Lookup Table (VLT)

The Program Coordinator shall be responsible for maintaining and updating the vehicle information lookup table (VLT), currently called Dynoparm, in its current or amended form on an annual basis with vehicle information from model year 1973 up to the previous calendar year's models. For example, by December 31 of calendar year 2013 the table shall include information for vehicles model year 2012 and older. DEQ may increase the number of new model years not included at its discretion. The update should include all OBD-II "anomaly" information available from data sources such as the USEPA and the Weber State OBD-II Clearing house, as well as information from DEQ. The Offeror shall propose and the Program Coordinator shall put in place a system to identify vehicles that have been tested but do not appear on the existing Dynoparm table to determine if they should be added to the VLT. Currently test criteria for such vehicles are contained in the file DEFARM.

d) Confidential Emissions Testing Stations (CEIS)

The Program Coordinator shall provide a means to enable certain fleet stations to function as confidential emissions testing stations (CEIS). Data from CEIS shall not be available on any public websites or any regular reporting functions (see Attachment E) and shall be accessible only to selected DEQ staff and Program Coordinator staff.

e) Covert Audit Vehicles

The Program Coordinator shall provide a means to enable DEQ covert vehicles used for covert audits to be tested at inspection stations with either an Initial Test status from the VID or a Retest status at DEQ's discretion.

f) Transaction Identification Number (TIN)

The Program Coordinator shall provide a means to generate an 8-digit transaction identification number (TIN) printed on the vehicle inspection report (VIR) which will serve as a means for DMV to validate that a vehicle received a pass or waiver when the official test result has not yet been received by the DMV system due to an off-line test or a DMV system fault. This TIN algorithm shall be derived from information that DMV can derive from the VIR and the DMV vehicle record. The TIN algorithm shall be changed on a regular basis or as needed in coordination with DMV.

10. VID SOFTWARE UPGRADES AND ENHANCEMENTS

The Program Coordinator shall be responsible for notifying DEQ at least three months in advance of any upcoming planned releases of upgrades and patches to the VID and Communications Manager applications and shall provide an implementation schedule, subject to DEQ approval, for each such release. The Program Coordinator shall be responsible for performing the system upgrades and patches as per the schedule agreement and shall be responsible for ensuring that the Enhanced I/M system operates within normal parameters after the system upgrades and patches have been applied. If, after the system upgrades and patches have been applied, the Enhanced I/M system fails

to operate within normal parameters, the Program Coordinator shall be responsible for resolving any issues. If the issues cannot be resolved, within a timeframe to be specified by DEQ, the Program Coordinator shall be responsible for restoring the VID and Communications Manager applications to their state prior to the system upgrades and patches.

The Program Coordinator shall be responsible for making any necessary VID and Communications Manager application software, NVAS-2 software, and/or database modifications to successfully integrate any additional Enhanced I/M system related modules that DEQ needs in order to meet any new or existing state regulations. If applicable, the Program Coordinator is also responsible for making any hardware configuration changes necessary to allow the successful integration of any additional Enhanced I/M system related modules.

11. DISASTER RECOVERY

The Program Coordinator shall be responsible for establishing and providing DEQ with a documented disaster recovery plan. The acceptability of the plan shall be solely determined by DEQ. Upon receiving DEQ approval of the proposed disaster recovery plan, the Program Coordinator shall be responsible for performing on-going tests of the plan according to the following schedule and supplying DEQ with the test results.

- Every three months – Component Recovery Testing
- Every twelve months – Comprehensive Recovery Testing

If, at any time during the contract, DEQ is not satisfied with the test results of the current disaster recovery plan, the Program Coordinator shall be responsible for modifying the plan so that it meets with DEQ approval. Failure, on the part of the Program Coordinator, to provide test results shall result in the Program Coordinator being assessed a service level credit (see Attachment F) and could result in the Program Coordinator being charged with a breach of contract. Failure, on the part of the Program Coordinator, to implement an approved and documented disaster recovery plan during an actual disaster shall result in the Program Coordinator being assessed a service level credit (see Attachment F) and could result in the Program Coordinator being charged with a breach of contract.

C. SUPPLY NEW NVAS-2 EQUIPMENT

The Program Coordinator shall design, build, procure or otherwise supply all equipment needed to perform the emission tests in this RFP except the dynamometer used to perform ASM testing. The supplied equipment shall meet all the requirements in this RFP. See Attachment A and Appendices A – H for detailed NVAS-2 Specification. This specification is based on the current NVAS specification. It has been updated to reflect the current status of Air Check Virginia and modified to include changes desired for this RFP. DEQ prefers to maintain a test sequence and user interface similar to that used in the current NVAS specification. The Offeror may propose alternative solutions for DEQ's approval. The Offeror shall make recommendations as to what other OBD-II data should be requested by the NVAS-2 at program start-up or in the future, and shall propose solutions to deter or stop fraudulent inspections from occurring. The Offeror shall also make recommendations as to changes in the pass/fail/rejection from testing criteria with a

focus on improving fraud detection, both at program start-up and in the future. Note that some recommendations might need amendments to the Virginia IM Regulations (see Attachment I).

However, the minimum requirements below must be met.

1. COMPUTER/WORKSTATION

Each workstation shall include a computer that controls all workstation functions. That computer, at a minimum, shall provide each of the capabilities and features described below:

- a) Meet or exceed ENERGY STAR computer requirements V5 or better;
- b) The ability to run an IBM-PC compatible multitasking operating system such as a Microsoft® Windows variant which supports TCP/IP;
- c) Upgradeable processor and upgradeable memory;
- d) Adequate hard drive storage for all workstation software, inspection data, and the operating system;
- e) Compact Disk (CD RW) Drive or other removable storage device;
- f) Ports sufficient for all workstation peripherals;
- g) Internal dial- up modem, internal WiFi connectivity, and LAN/internet card and USB port(s) to support high speed internet connections;
- h) Minimum 15” color monitor with durable/cleanable screen;
- i) Keyboard with protection from contaminants inherent to a shop environment;
- j) Remote control device to advance software screens during OBD-II tests without using the keyboard and;
- k) A downloadable Workstation User Manual that can be printed in pdf format.

The Program Coordinator shall offer a touch screen as an option. The touch screen may be provided in lieu of the color monitor and shall allow the inspector to perform all inspections without using the keyboard.

The Program Coordinator shall ensure that all optional configurations of the workstation do not interfere with the workstation’s primary functions.

DEQ will consider accepting Thin Client architecture solutions that do not meet requirements C 1. b through d. Proposals offering Thin Client solutions shall be held to a minimum connectivity requirement of 99.98 during principal hours of operation. Failure to meet this connectivity requirement other than inspection station ISP availability will subject the Program Coordinator to liquidated damages per Attachment F. An Offeror proposing this alternative shall provide information on ISP alternatives that can minimize ISP outage issues.

2. BAR CODE READER

Each workstation shall include a bar code reader capable of reading both standard linear bar codes (Code 39 or Code 128), standard two dimensional bar codes (PDF417), and any bar code used on vehicles certified for sale in the US. The supplied bar code reader must

be able to extend at least twenty-five feet (25') from the NVAS-2 and be able to read bar codes placed on the door frames, under the hoods, DMV and DEQ forms, and through the windshields. The Program Coordinator will be expected to include any software necessary to utilize the data gathered from labels.

Bar code formats for the DMV registration and registration renewal notices; the Emission Inspector ID bar code and the VIR bar code are given in Appendix D of the NVAS-2 Specification (Attachment A of the RFP). The Program Coordinator shall make any required format changes that may be required for the DMV registration and registration renewal notices. DMV will provide a 30-day advance notice of any pending bar code changes.

The Program Coordinator shall offer an optional wireless barcode reader and may charge an additional cost to the inspection station. Due to concerns with potential interference in a shop environment, DEQ believes the wireless barcode reader should be provided in addition to the wired barcode reader and the workstation software should allow the inspector to choose which reader to use. The Offeror may propose alternatives if they can demonstrate that interference will not be a concern. For stations not opting for an initial wireless bar code reader, an upgrade cost to convert to a wireless unit shall be quoted and guaranteed for the term of the contract pursuant to this RFP subject to an adjustment for the consumer price index (CPI), only at the time of contract renewal.

3. GAS ANALYZER

The gas analyzer shall be capable of measuring hydrocarbon (HC), carbon monoxide (CO), nitrogen oxide (NO), and carbon dioxide (CO₂) accurately within the concentration ranges specified in Attachment A to this RFP. The Program Coordinator shall demonstrate that the gas analyzer has obtained component certification from the California Bureau of Automotive Repair (BAR). The Program Coordinator shall certify that all NVAS-2 gas analyzers employed in Virginia are functionally identical to the BAR certified model.

4. PRINTER

The Program Coordinator shall provide a black and white Energy Star Qualified Laser Printer capable of reproducing the Vehicle Inspection Report including barcode, department logo and Air Check Virginia logo, with a minimum input paper tray capacity for 150 sheets of 8.5" X 11.5" 20 lb. bond paper. The printer shall provide for industry standard cable connection or wireless capability.

5. DYNAMOMETER CONTROL

The Program Coordinator shall provide all firmware and software to interface with any of the five dynamometer models currently in use in the Air Check Virginia program. Alternatively the Program Coordinator may supply at no cost to the inspection station a dynamometer for which firmware/software will be provided. The Program Coordinator shall demonstrate that the dynamometer interface firmware/software has been component certified by BAR in conjunction with the workstation software provided in Section III C 1 or shall provide alternative documentation that dynamometer loads will be in accordance with EPA ASM specifications. Current dynamometer usage is as follows:

- Clayton HP = 84
- Clayton LP = 172
- Lad = 17
- Maha = 58
- Mustang = 200

6. WORKSTATION LOG-IN SECURITY

The Offeror shall propose means to ensure that only licensed emissions inspectors and DEQ representatives can perform official emissions inspection tests. These means shall be at least equivalent in security compared with the LEI ID card log-in system currently in use by DEQ to record licensed emissions inspectors. In addition to the inspector log-in security requirements, the workstation shall also provide a secure means of logging in for other authorized personnel, such as station managers, field service representatives, and DEQ representatives.

7. OBD-II SCAN TOOL

NVAS-2 workstations shall be equipped with a standard SAE J1978 OBD-II diagnostic link connector (DLC) and communications hardware and software to allow OBD-related information to be downloaded from the on-board computer for applicable vehicles as well as determining battery voltage through the DLC. At a minimum, the equipment design and operation must meet all Federal requirements (contained in 40 CFR 85.2207-2231) and recommended SAE practices (J1962, J1978, and J1979 as applicable) for OBD-II system inspections. The OBD-II scan tool shall be self powered and not require voltage from the vehicle to operate. The Offeror shall specify the manufacturer of the OBD-II scan tool and the Program Coordinator shall demonstrate that the scan tool has obtained component certification from the California Bureau of Automotive Repair (BAR). The Program Coordinator shall certify that all OBD-II scan tools employed in Virginia are functionally identical to the BAR certified model.

The workstation OBD-II scan tool shall be capable of communicating with the OBD-II systems of 99.9% of vehicles subject to the IM program and sold in the US. This requirement does not apply to vehicles over 8,500 pounds GVWR prior to model year 2004 that are not required to be OBD-II compliant. Successful communication is defined as the ability to retrieve OBD-II data from the appropriate power train control module. The Offeror shall specify remedies to increase communication if this requirement is not met on a yearly basis after implementation in the Air Check Virginia program.

Any separate hardware required for performing OBD-II testing on medium and heavy-duty Diesel vehicles (up to 14,000 pounds GVWR) shall be included. (DEQ currently has authority to test only up to 10,000 pounds GVWR.) The OBD-II scan tool shall have the capability to read permanent fault codes which were phased into OBD-II systems between model years 2010 and 2012.

The wired OBD-II scan tool shall have a cable from the workstation to the DLC connector that is a minimum of 25 feet in length. For better durability, DEQ prefers the OBD-II communications hardware be located at the workstation cabinet and not be part

of the cable assembly. The Offeror may propose alternative configurations for the wired OBD-II scan tool if they can demonstrate their cable/hardware assembly is durable in a shop environment.

A wireless OBD-II scan tool shall be offered as an initial option at an extra cost to the inspection station. The wireless OBD-II scan shall be designed to allow OBD-only testing at locations within an unobstructed 100 feet of the workstation location. For stations not opting for an initial wireless OBD-II scan tool, an upgrade cost to convert to a wireless unit shall be quoted and guaranteed for the term of the contract pursuant to this RFP subject to an adjustment for CPI, only at the time of contract renewal.

8. WORKSTATION OPERATING ENVIRONMENT REQUIREMENTS

The workstation shall be designed to operate in a shop environment and meet the following specifications:

Temperature Operating Range: At a minimum, the workstation shall operate accurately in ambient air temperatures ranging from 35 to 110 degrees Fahrenheit. The workstation shall lockout automatically if the ambient temperature is not within the operating temperature range. Workstations shall provide adequate air flow to prevent any overheating.

Humidity Operating Range: The workstations shall operate within their performance specifications in any relative humidity experienced in northern Virginia (0 – 100% RH).

Electromagnetic Isolation and Interference: Electromagnetic signals found in an automotive service environment shall not cause malfunctions in or reduce the accuracy of the workstation or any peripherals supplied by the Program Coordinator.

Vibration and Shock Protection: The vibration and shock encountered in an emissions testing and automotive repair environment shall not affect workstation performance.

9. NVAS-2 TEST SEQUENCES

Attachment A: NVAS-2 spec PC-RFP contains the requirements for the Air Check Virginia IM test. This specification is based on the current NVAS specification. It has been updated to reflect the current status of Air Check Virginia and modified to include changes desired for the 2012 RFP. DEQ prefers to maintain a test sequence and user interface similar to that used in the current NVAS specification. Offerors may propose alternative solutions for DEQ's approval.

10. VEHICLE IDENTIFICATION/DATA ENTRY

The software shall read vehicle identification information from the bar code on the vehicle's registration and registration renewal cards, bar code on a previous VIR and bar code on the vehicle's VIN plate. The software shall also accept vehicle identification information from the keyboard or optional touch screen.

The software shall use a VIN decoder in conjunction with a Vehicle Lookup Table (VLT) to pre-populate any vehicle information fields needed for a VLT match. The VIN decoder and VLT shall, at a minimum, include all non-diesel light-duty vehicles model year 1973 and newer <= 10,000 lbs. GVWR, all diesel vehicles model year 1997 and

newer $\leq 8,500$ lbs. GVWR, and all diesel vehicles model year 2007 and newer $\leq 10,000$ lbs. GVWR.

The software shall prompt the inspector to recheck the GVWR if a GVWR is entered that is not within the range specified by the decoded VIN. The software shall flag such records.

The Program Coordinator shall update the VLT, at a minimum, every year for the duration of the term of contract. For vehicle information fields not defined by the VIN decoder, the software shall display a drop-down menu of choices that will lead to a VLT match. This will limit the amount of vehicle information that is entered by the inspector and reduce the likelihood for errors. The VLT shall, at a minimum, include fields identified in Appendix D of Attachment A.

The software shall have drop down menus for vehicles that are in the vehicle lookup table in order to reduce the likelihood for typos. At a minimum, drop down menus shall include selections for make and model; and if applicable body style, cylinder and displacement. The progression of drop downs should drill down through the available data. The software shall allow a choice of "Other" in the drop-down menus where the inspector can enter the information manually.

The Offeror shall propose methods to determine the test parameters for cases when there is no VLT match and shall flag those test records as having no VLT information. Currently DEFPARM is used.

The software shall allow the inspector to correct vehicle identification information that has automatically been entered by the software and shall flag that test record as having "modified" vehicle information.

See NVAS-2 Specification in Attachment A and its Appendices for details on vehicle information entry.

11. NVAS-2 SOFTWARE SECURITY

The NVAS-2 software shall be secure against interference from other programs, viruses, tampering, decoding, and decompiling. The software shall prevent tampering with the workstation's clock. The software shall synchronize the workstation's clock to the database time with each inspection.

The software shall recover from power outages or communications breaks such that any records that were being transferred or were waiting to be transferred to the database will be transferred accurately once power or the communications link is restored.

The Program Coordinator shall be responsible for ensuring that all remote transmissions are sent over secure connections. Protocols shall be implemented to prevent any unauthorized access to the network.

The NVAS-2 software shall not support an internet browser function for security reasons. However, the NVAS-2 will need to support access to several specific websites without transaction fees, as follows:

- DEQ website

- DMV website
- Mutually agreed upon training and/or information websites

Service related websites may be offered by the Program Coordinator at an extra cost according to the provisions of Section III J. Any such costs shall be at fair market prices and are subject to DEQ approval.

12. NVAS-2 SOFTWARE UPDATES

The Program Coordinator shall provide no more than one workstation software update per year at no additional cost to DEQ as may be required by DEQ for the purpose of improving Air Check Virginia program performance and/or to comply with changes in Virginia regulations.

Each software update, including minor revisions, shall have a new and unique software version number. The Program Coordinator shall include in each inspection record the version of the software used to perform the inspection. The database shall lockout any workstation that is not running the most current version of the software.

The Program Coordinator shall thoroughly test all software updates and make the testing results available to DEQ. The Program Coordinator shall notify DEQ in advance of any software update and provide DEQ with:

- a) a copy of the new software,
- b) a description of the changes,
- c) the reasons for the changes,
- d) a time line for implementing the update, and
- e) a draft workstation message to the stations/inspectors to be approved by DEQ explaining the software changes.

D. PROVIDE NVAS-2 EQUIPMENT MAINTENANCE

1. REQUIREMENTS:

The Program Coordinator shall provide equipment service or equipment replacement if needed in response to all reported deficiencies, at no cost to the stations, over the course of the Contract term. The Program Coordinator shall provide on-going maintenance for all equipment, including calibration gases, filters and other consumables (not including printer paper) needed to perform the emission tests in this RFP including the controls for the dynamometer used to perform ASM testing; and including optional wireless OBD-II scan tools and bar code readers supplied by the Program Coordinator. The Program Coordinator shall be responsible for preventative maintenance, drive belts and adjustments related to mechanical and drive motor components of the dynamometer. The Program Coordinator shall not be responsible for dynamometer structural, mechanical or drive motor component failures due to mechanical wear or deterioration. The Program Coordinator shall not be responsible for repairing equipment that has been destroyed or damaged due to misuse, vandalism, theft, or loss. DEQ shall have the final determination that equipment has been damaged or misused, or if dynamometers are inoperable due to

mechanical wear or deterioration. The Offeror must describe how they will address handling service calls to repair or replace equipment so damaged or destroyed.

If the Program Coordinator chooses not to support a brand of dynamometer currently certified for use in the Air Check Virginia program, the Program Coordinator shall offer to replace that dynamometer with one that the Program Coordinator does support at no cost to the inspection station.

2. RESPONSE

The Program Coordinator shall be responsible for providing person-to-person Help Desk support for the inspection stations for equipment issues during the principal hours of operation. Calls must be answered by a live operator within 2 minutes. Callers must not be placed on hold for longer than 10 minutes.

The Program Coordinator shall guarantee a documented response to any inspection stations Help Desk call made during the principal hours of operation as defined in Section III B 2 within thirty (30) minutes and an estimated resolution time within four hours of the response. Calls received in off-peak hours shall receive responses within two hours from the beginning of the next “business day.”

The Program Coordinator shall be responsible for providing on-site support, within two business days of the initial call response, if a resolution to an issue related to the equipment could not be provided via the Help Desk. A “business day” is defined for response purposes as Monday through Friday from 8:00 AM to 6:00 PM, excluding state of Virginia holidays and Saturdays.

When a service technician is dispatched to an inspection station to resolve a problem, the reported problem must be resolved on the first service call at a minimum monthly average rate of 75%; and a rate of 99% for the second service call for the same problem. After two unsuccessful service-calls, the appropriate equipment must be replaced. No station shall be non-operational due to equipment or software failure for more than two business days.

Failure to meet any of the performance requirements above shall subject the Program Coordinator to service level credits (see Attachment F).

3. LIQUIDATED DAMAGES

Recoupment of “lost” inspection fees due to excessive system downtime: In the event that a facility has NVAS-2 equipment that has been inoperable for more than two business days, the Program Coordinator must compensate the station for any “lost” inspection fees after the second day based on the average daily emissions inspection volume for that station (or analyzer unit, whichever is less) for the previous one-year period, provided that the station is in good standing with the Program Coordinator (i.e., no outstanding payments due). The Program Coordinator has the option of paying stations this directly or giving the station a “credit” against future quarterly equipment fees.

The Program Coordinator must report to DEQ, on a monthly basis, the number of service calls made in the previous reporting period, including the number that resolved the

problem on the first visit, second visit, and third or subsequent visits, the types of repairs required, and any “lost fee” payment credits issued.

E. PROVIDE MANGEMENT AND OVERSIGHT FUNCTIONS

1. PROVIDE TRAINING AND TESTING FUNCTIONS

DEQ wishes to evaluate alternative training and testing options to determine if they might be more cost effective and convenient to the user than the current system described in Section II C 7- Background. These training and testing costs will be borne by the users. The Offeror should express all costs as a per user fee. Statistics on current training and testing are in Section II C 7. No evaluation points will be awarded with respect to the training/testing component prices quoted. DEQ will use these price quotes to determine whether to keep the status quo or to include a training/testing component in any contract pursuant to this RFP.

a) Licensed Emissions Inspector Training and Testing

The Offeror shall propose and itemize the incremental additional price(s) for the following training and testing for licensed emissions inspectors:

(1) New applicants and renewal applicants who have failed an “opt-out” exam

At a minimum, the Program Coordinator shall provide the equivalent of two classroom training sessions per month for new emissions inspector applicants and renewal applicants who have failed an “opt-out” exam. This training shall also be available to those inspectors who wish to refresh their knowledge. Classes shall be offered at convenient locations and times throughout the Northern Virginia program area, and shall consist of a minimum of sixteen hours including examination time. DEQ will consider proposals for on-line training if industry-recognized training techniques are utilized that incorporate monitored user feedback or other effectiveness measurement techniques. Equivalence to the effectiveness of the current classroom training must be demonstrated throughout the contract on a yearly basis.

The training curriculum, at a minimum, shall consist of the training required under federal regulations (Section 51.367(a)(1)) and, at least for new applicants, shall include hands-on training utilizing the emissions inspection analyzer equipment. Simulated hands-on training using an on-line format may be utilized for the general course curriculum if developed in coordination with DEQ staff and approved by DEQ. The simulated hands-on training shall include current examples and instruction for all NVAS-2 menus and display prompts for testing procedures.

The Program Coordinator shall provide a final exam for new applicants and renewal applicants who have failed the “opt-out” exam with multiple test versions distributed among the applicants. A score of 80% shall be the minimum “pass” grade. The Offeror shall propose testing procedures that provide convenience to the user as well as verifiable test result integrity. The final exam(s) shall be approved in advance by DEQ.

(2) “LEI Opt-out” test

The Program Coordinator shall also provide an “LEI opt-out” test (for renewal applicants only) on a monthly basis. The Offeror shall propose testing procedures that provide convenience to the user as well as verifiable test result integrity. The “LEI opt-out” test shall be a more comprehensive examination than the final exam administered for the training sessions in accordance with federal regulation Section 51.367(b)(3), and may include applicant demonstration of skills in performing emissions inspections on a variety of vehicles subject to the emissions inspection program. The “opt-out” test(s) shall be approved in advance by DEQ.

The Program Coordinator shall make available to “LEI opt-out” test applicants a secure, unique temporary log-in to a web-based test preparation site that applicants may use to brush-up on program information and requirements that may be on the “LEI opt-out” test.

DEQ will be responsible for licensing all emissions inspectors. All test results shall be forwarded on a timely basis to DEQ for further licensing action (i.e., field certification and activating the licenses).

b) Certified Emissions Repair Technician Training and Testing

The Offeror shall propose and itemize the incremental additional price per applicant to provide Virginia Certified Emissions Repair Technician (CRT) training. This training shall be at least equivalent to the current training offered by the Northern Virginia Community College AUT-226 course and shall cover materials relevant to the National Institute of Automotive Service Excellence (ASE) L-1 certification requirements. The Offeror shall propose training methods which may include using either on-line or classroom venues. The curriculum shall also be designed to prepare applicants for a CRT certification test (see below). The training curriculum shall be approved in advance by DEQ.

The Offeror shall propose and itemize the incremental additional price per applicant to provide testing for CRT certification. The Program Coordinator shall develop and administer a CRT certification test, which may also be used as a “CRT opt-out” test for both new and renewal CRT applicants. A “CRT opt-out” test shall be available for CRT applicants on a monthly basis. The Offeror shall propose testing procedures that provide convenience to the user as well as verifiable test result integrity. The CRT test and “CRT opt-out” test shall be at least as comprehensive as the current “CRT opt-out” test currently administered by Northern Virginia Community College (AUT-226), and may also be similar in nature and content to the test standards for the currently accepted National Institute of Automotive Service Excellence (ASE) for the L-1 certification. A passing grade of at least 80% shall be required to qualify for certification. CRTs who fail the “CRT opt-out” test will be required to take the CRT training and pass another CRT certification test. The CRT test(s) shall be approved in advance by DEQ.

DEQ will be responsible for certification of all emissions repair technicians. All test results shall be forwarded on a timely basis to DEQ for further certification action (i.e., activating the certifications).

c) Severability

The Offeror may propose multiple training/testing options for DEQ's consideration, for example, utilizing proctored exams versus secured-access, high-integrity on-line testing options.

If at any time during the contract there is evidence of unacceptable test result integrity or training effectiveness, DEQ reserves the right to cancel testing and/or training portions of the contract unless the Program Coordinator provides an immediate remedy acceptable to DEQ. Such cancelation of services is severable and shall not affect the remaining terms and conditions of the contract.

2. PROVIDE A USER REGISTRATION AND COMPLIANCE APPLICATION

DEQ currently supports an in-house Comprehensive Environmental Data System (CEDS) application for the 16 Air Check inspectors and monitoring personnel who administer the Vehicle Emissions Inspection and Maintenance program. This application is known as the "Air Check" module in our current CEDS system. This application is unique to the Vehicle Emissions Inspection and Maintenance program and all data collected and reported on is only used by the Air Check Virginia inspectors and monitoring personnel. Air Check Virginia inspectors and monitoring personnel also require information from the VID application to perform their jobs. DEQ believes one application that can provide the inspectors and monitoring personnel the information they require is essential. In addition, this will provide the inspectors and monitoring personnel a single point of contact for all of their computer software and hardware needs.

- a) The Offeror shall propose all software and hardware necessary for the Air Check Virginia inspectors and monitoring personnel to perform their everyday job responsibilities including a "Compliance System" to have similar functionality as the CEDS "Air Check" module.
- b) The Program Coordinator shall design, implement and provide to DEQ a Compliance System to duplicate the functions similar to the functions currently performed by DEQ staff using the CEDS application. Major functions along with application screen shots are listed and described in Attachment D and include the licensing of emissions inspectors (LEI), registration of emissions inspection stations (EIS), certification of emission repair technicians (CRTs), and certification of emission repair facilities (CRF) and Daily Activity to collect and report DEQ compliance officers activity. In addition DEQ staff can create LEI ID cards with bar codes that can be scanned or the ID entered manually for secure log-in. The Compliance System shall allow DEQ compliance officers to issue licenses to emissions inspectors and certifications to certified repair technician applicants once they are tested and successfully meet DEQ requirements. DEQ will retain authority to approve all licenses and certifications.

- c) The “Compliance System” application being proposed must be a working system that provides similar functionality as the current CEDS Air Check application being used by the inspectors and monitoring personnel. Also, Air Check Virginia staff must have a mobile solution to take into the field that allows access to the system information, as well as the capability to print inspection reports, notice of violations and any other correspondence on-site when necessary. Printing from the NVAS-2 printer is not a viable solution. The printing function is currently being done by DEQ-provided laptops and portable printers to all inspectors and monitoring personnel. These printers are available for use, but are not compatible with Windows 7 and will not be supported by DEQ.
- d) This system shall be linked to the VID system in real time order to provide the information necessary to ensure that the emissions inspectors, emissions testing facilities, emissions repair technicians, and NVAS units all meet DEQ’s eligibility guidelines and to ensure that no I/M procedures are performed unless done by an authorized emissions inspector on an authorized NVAS-2 unit at an authorized testing facility. Only authorized DEQ compliance officers shall be able to update this data in the VID database.
- e) The Offeror shall propose method(s) to enable secure log-in by licensed emissions inspectors that have been duly registered in the Compliance System.
- f) The Program Coordinator shall download all IM related historic data from the current CEDS application including enforcement actions. DEQ will provide all data associated with the Air Check application to the successful Offeror. Unfortunately, requirements for the existing system were not fully documented when the system was rewritten in .Net. Because of this, a copy of the current CEDS “Air Check” application code will be made available to the Program Coordinator. In addition, to assist in estimating cost, we have included the current “Air Check” screens along with brief descriptions and known requirements in Attachment D. However, any system being proposed by the Offeror should include collection, verification and documentation of all requirements that must be approved by DEQ.

3. PROVIDE DEQ STAFF AND COMPLIANCE OFFICER SUPPORT

- a) Provide DEQ Compliance Equipment
 - (1) The Program Coordinator shall provide cellular telephones and voice/text service for the DEQ Program Manager, the DEQ Communications Specialist, and to all ten field compliance officers (VECOs). There are at present a total of twelve employees, but may vary depending on filling positions and vacancies. The voice/text plan provided shall provide for unlimited service, or a flexible “on-the-fly” plan allowing for periods/units of shifting need.
 - (2) The Program Coordinator shall provide PC laptops or other comparable mobile devices that will enable the DEQ staff in (1) above to perform any

of their compliance functions currently performed on DEQ-supplied laptops and portable printers. The PC laptops or other comparable mobile devices shall enable Air Check Virginia staff remote access to vehicle inspection history and inspection station/LEI/CRT/CRF compliance data and to print VIRs Waiver Reports and other forms as may be necessary to perform their duties. The equipment shall be able to communicate remotely to any NVAS-2.

b) Provide DEQ VID Access and Control

The Program Coordinator shall be responsible for ensuring that at least two selected authorized DEQ personnel are allowed access to certain VID database tables, as needed, using Program Coordinator supplied and licensed database access tools. The Program Coordinator shall provide whatever training may be necessary to use the supplied VID data access tools. See Attachment B: DEQ VID Control.

F. REPORTING REQUIREMENTS

1. COMMUNICATION SYSTEM PERFORMANCE REPORTS

The Program Coordinator shall provide reports to DEQ on a monthly basis evaluating NVAS-2 operation and communication performance. Reports shall include at a minimum:

- Total transaction volume by day
- Total transaction volume by type
- Average transaction response time by type
- Average transaction response time by day
- Exceptions volume by day
- Exceptions report by incident
- System Availability by Peak and Off-Peak
- Test volume by station

The test volume by station table shall include a column giving average test volume for each station over the previous year so as to highlight test volume anomalies.

2. EPA REPORTS

The Program Coordinator shall be responsible for providing a method for the generation of EPA mandated reports as well as those specified by DEQ. See Attachment E – 1: EPA Reporting, for details on EPA data reporting requirements.

3. VIRGINIA EMISSIONS COMPLIANCE REPORTS

The VID system shall allow the DEQ staff the ability to create ad hoc reports and queries through the use of DEQ approved business intelligence tools. The VID system shall allow the user the capability to generate and display ad hoc reports in conjunction with the pre-existing reports. The VID system shall have the capability to generate and

display reports via the Internet. See Attachment E – 2: Historical Functions, for details on compliance reporting requirements.

4. AUDIT REPORTS

The Offeror shall propose specific "trigger" procedures to flag testing anomalies. Trigger results shall immediately notify a specified user(s) by email upon finding an inspection anomaly that needs immediate attention. Trigger procedures should target practices that may indicate attempts at fraud or I/M test circumvention.

The Offeror shall propose Audit Reports to summarize specific testing anomalies. Audit Reports shall be accessible by a user at any time. The user shall have the ability to choose to have the Audit Reports sent electronically to them on a weekly, monthly or quarterly basis, as determined by the user.

The user shall have the capability to create, modify and share Custom Audit Reports to show the results of a defined query for a specific station over a specified time frame. The system shall have the capability to create a Custom Audit Report Summary for a specific station for a specific timeframe that summarizes all of the user's Custom Audit Reports for that station into a single document. The user shall have the capability of importing a Standard Audit Report in order to modify and share it. The modified Standard Audit Report then becomes a Custom Audit Report while the Standard Audit Report remains unchanged.

See Attachment E – 3: Audit Functions for details on audit reporting requirements.

5. AD HOC REPORTS

The Offeror shall propose means such that DEQ staff can create queries to search all inspection records by using standard database query functions for all inspection record fields. Ad Hoc Functions will not have a trigger or report capability but will simply pull the raw data from the VID.

6. PUBLIC ACCESS WEB BASED REPORTS

The Program Coordinator shall be responsible for ensuring that public citizens are allowed remote, on-line Internet access to:

- a) View their vehicle information and emissions test history,
- b) Locate the nearest emissions inspection station,
- c) Locate the nearest certified emissions repair facility, and
- d) Print all the information contained on the original VIR (not a duplicate copy) or OBD rejection from testing report.

The Program Coordinator shall provide the above information on a website that can be linked to from this DEQ site:

<http://www.deq.virginia.gov/Programs/AirCheckVirginia.aspx>

Emissions test history shall include access to all completed test results and OBD rejection from testing reports (not pre-test evaluation rejection from testing, abort or incomplete results) within the last eight calendar years. The user shall be able to search by VIN and

then select individual results by test date. Results shall include VIN, Test Date, Station ID, Analyzer ID, Inspector ID, Record Number, Model Year, Make Name, Model Name, Test Result, Test Type and Test Type Performed, including remote sensing Clean Screen Pass and High Emitter Identification Fail. Remote sensing results shall use the date the results were sent to DMV and shall indicate "On-Road Emissions" in place of the inspection station number.

7. PUBLIC INTEREST USE OF DATA

DEQ believes it is in the public interest to make available emission test result information to potential vehicle purchasers. DEQ has long had an arrangement to provide certain I/M test result information to companies that provide these services. Currently Carfax and Experian purchase data through the VID contractor. This data is limited to the VIN, Make, Model, test date, test results and ZIP Code of the inspection station and is off-loaded to these companies on a regular basis. Each of these companies has paid the VID contractor \$2,000 per month and the VID contractor has credited DEQ monthly by the amount this is in excess of the VID contractor's cost to provide such data. The Program Coordinator may enter into a contract with each of these companies to supply such data on condition that DEQ is credited for such excess amount on a monthly basis. The Offeror shall include this anticipated DEQ credit as a line item credit in its cost proposal using the assumption that the Program Coordinator will receive \$2,000 per month from each of these companies.

G. MANAGEMENT

1. NETWORK MANAGEMENT

The Program Coordinator shall be responsible for implementing and maintaining network monitoring tools to ensure the security and integrity of any network transmissions related to the Enhanced I/M system. The monitoring tools shall be running 24 hours a day / 7 days a week unless otherwise specified by DEQ. The Program Coordinator shall submit for DEQ's approval a list of functions that will be monitored.

2. SYSTEM MANAGEMENT

The Offeror shall propose and the Program Coordinator shall be responsible for providing viable performance and testing tools that shall be used to determine the availability and performance of the VID system and the DMV interface. The acceptability of the tools shall be solely determined by DEQ. See Section III F 1 for minimum reporting requirements.

3. PROJECT MANAGEMENT

The Program Coordinator shall be responsible for providing a Project Manager for the duration of the project implementation lifecycle. The Project Manager shall:

- a) Provide DEQ with a detailed Project Implementation Plan which shall include a Data Conversion Plan, a System Migration Plan, and a methodology for Project Status Reporting. The Project Manager shall update the Project Timeline as may be necessary.

- b) Coordinate and lead regular team meetings which shall include representation from DEQ and the Program Coordinator's project implementation team.
- c) Provide DEQ with a list of all resources assigned to the project implementation and the tasks that have been assigned to them from the Project Implementation Plan.
- d) Maintain a regularly scheduled presence at the DEQ headquarters located in Richmond, Virginia or at DEQ's discretion, at the Woodbridge VA office. The frequency and timing of each on-site visit by the Project Manager shall be approved by DEQ.
- e) Work with the DEQ Project Manager to ensure that there is constant communication between the Program Coordinator and DEQ in regards to the project implementation and any issues that may arise.

4. CHANGE MANAGEMENT

The Program Coordinator shall be responsible for providing a detailed change management procedure that will be followed in the event that any software, hardware, or database configuration changes need to be made to the production VID system or Communication Manager application software. The proposed change management procedure shall be subject to DEQ approval and shall be open for amendments if it is deemed unsatisfactory by any party at any time during the term of the contract.

The Offeror shall describe how it will process enhancement requests. The description must include proposed change order procedures and form, including timeframes.

5. PROFESSIONAL SERVICES

The Program Coordinator shall provide DEQ with no less than 2,000 person hours of professional services for software development, technical assistance and other functions pertinent to but not specified by this RFP to be used within the term of the contract.

The Program Coordinator shall propose a fixed billing rate that cannot be increased during the contract term unless agreed upon by DEQ.

DEQ reserves the right to add additional professional service hours at any time during the contract term and shall be charged the same professional services billing rate. The Program Coordinator shall notify, and receive approval from, DEQ prior to performing any service that would necessitate the use of professional service hours.

Professional services hours shall be billed when the work requested is completed and approved by DEQ. Professional service hours shall NOT be consumed by: system implementation, management of system implementation, system migration, management of system migration, data conversion, management of data conversion, system maintenance, management of system maintenance, system upgrades, management of system upgrades, or other requirements of this RFP.

H. MODULE INTEGRATION – REMOTE SENSING

DEQ currently has an On-Road Emissions (ORE) program that consists of an out-of-cycle re-inspection requirement for high emitting vehicles (On-Road High Emitter Identification) and a

clean screening program (On-Road Clean Screen) using remote sensing readings. The selection criteria are currently processed on the VID application.

Recent legislation calls for DEQ to implement an On-Road Clean Screen program that will eventually allow for up to 20% of the I/M fleet to receive a clean screen pass as of July 1, 2013. This percentage will increase to 30% in July 2014. Remote sensing standards in the current I/M regulation will be amended in rulemaking that is underway. DEQ may be soliciting services for remote sensing concurrent to this RFP. It is expected that the remote sensing contractor will take over the selection process from the VID application.

The On-Road Clean Screen and the On-Road High Emitter Identification Programs will need to be integrated into the VID system. The Program Coordinator shall be responsible for ensuring that the VID system and Communications Manager are flexible enough to allow and support enhancements and modifications to these programs.

The Program Coordinator shall provide certain VID tables and historic vehicle test information to the Remote Sensing contractor on a regular basis to be determined by DEQ. The Program Coordinator shall receive, from the Remote Sensing contractor, data from DEQ-validated notices of violation (ORE fail) and clean screen passes. These data shall be incorporated into the VID record, processed accordingly and the results transmitted to the DMV according to requirements as may be specified by DEQ. The Program Coordinator shall incorporate all ORE program results in the program data reports in a manner that will allow separate analysis. Currently all ORE tests are designated as Test Type Performed = "R". An "R" is used to designate On-Road High Emitter Identification failures (Notice of Violation or NOV issued). DEQ suggests an "S" be used to designate an On-Road Clean Screen pass subject to coordination with and approval by DMV.

I. COMMUNICATION WITH INSPECTION STATIONS

1. DEQ MESSAGES

The system must support sending messages generated by DEQ or the Program Coordinator to inspection stations and licensed emissions inspectors. This includes the capability for DEQ to send a message to a selected group of stations or inspectors; and the ability to mandate that a DEQ message be read and acknowledged by a station(s) or inspector(s) before inspections can be performed. The system must also support viewing and printing messages in a pdf format.

2. STATION COMMUNICATION WEBSITE

The Program Coordinator shall implement and maintain a website for all inspection facilities and licensed emissions inspectors, as a means of communication of pertinent information about the NVAS-2 system rollout. The website must be available 24 x 7 x 365.

The content materials posted to the website must be approved by DEQ before it is posted and made available to the stations. DEQ reserves the right to edit all content material submitted for its approval.

The website must include the following elements, at a minimum:

- A schedule of the system rollout with enough specificity to provide the station with a one week advance notice of equipment delivery,
- An overview of the new system, including images of the equipment, a list of features for each piece of equipment to be delivered, and a description of the functions and features that will be available to them,
- An electronic version of the NVAS-2 Workstation User Manual that can be downloaded,
- Other communication, consumer pamphlets, correspondence and files as deemed appropriate and necessary by DEQ.

3. QUARTERLY MEETINGS WITH STATIONS

In addition to the website, the Program Coordinator shall offer and conduct quarterly informational meetings with the inspection stations to discuss issues related to emissions inspections. DEQ may reduce or rescind this requirement based on participation.

4. VID COMMUNICATION SUPPORT

The Program Coordinator shall be responsible for providing person-to-person Help Desk support for the VID system and Communications Manager application software during the principal hours of operation as defined in Section III B 2.

During the off-peak hours, the Program Coordinator shall be responsible for providing call-back Help Desk support.

The Program Coordinator shall guarantee a documented response to any Help Desk call made during the principal hours of operation within thirty minutes and a resolution within two hours of the response. If a resolution is unable to be provided within the allotted timeframe, the Program Coordinator shall be assessed a service level credit (see Attachment F).

The Program Coordinator shall guarantee a documented response to any Help Desk call made during the off-peak hours within two hours of the beginning of the start of the next principal hours of operation window and a resolution within two hours of the response. If a resolution is unable to be provided within the allotted timeframe, the Program Coordinator shall be assessed a service level credit (see Attachment F).

In order to verify the effectiveness of the Help Desk, the Program Coordinator shall provide DEQ with reports of issue calls. The Program Coordinator shall be responsible for providing DEQ with a monthly summary report of all issue calls that were received related to the VID system. The summary shall contain:

- a) Date and time of call
- b) Issue description
- c) Issue resolution date and time
- d) Issue status (if not resolved)
- e) Upon request, the Program Coordinator shall provide DEQ with a detail listing of any logged issue. The detail shall contain:

- Date and time of call
- Name and location of caller
- Issue description
- Issue resolution date and time
- Description of how issue was resolved
- Issue status (if not resolved)
- Description of why issue is still unresolved
- Escalation log (i.e., names of people who worked on issue and their responses)

The Program Coordinator shall provide DEQ with a standing call escalation process that contains emergency contact numbers for issues with each part of the Enhanced I/M system.

The Program Coordinator shall provide DEQ with an Account Manager whose responsibility it shall be to ensure that DEQ receives professional and courteous assistance in the resolution of any matter that is unable to be addressed or reconciled by the Program Coordinator supplied Help Desk.

J. NVAS-2 EQUIPMENT CONTRACT

The Program Coordinator shall enter into a contract with any willing owner of an inspection station fully permitted by DEQ as of July 1, 2013 that possesses a fully functional and available dynamometer model currently certified by DEQ to supply the NVAS-2 workstation and associated hardware, firmware and software as specified in this RFP. Subject to DEQ approval the Program Coordinator may enter into a contract with any willing owner of a facility who has purchased at a later date a fully functional dynamometer that is functionally equivalent to a certified dynamometer model in use in the Air Check Virginia program as of July 1, 2013. A fully functional and available dynamometer is defined as one that meets all certification and operational calibration requirements and has no apparent evidence of malfunctions such as excess noise or vibration. In addition a fully functional and available dynamometer must be equipped with all safety features and required original equipment such as speed sensors, wheel chocks, and restraints. DEQ shall be the sole determiner of dynamometer functionality. The Program Coordinator shall not be responsible for the cost of repairing dynamometers that are inoperable due to mechanical wear or deterioration.

The Program Coordinator shall charge the inspection station no more than \$3500 per year for each NVAS-2 workstation lease inclusive of all non-optional equipment required to be supplied and/or maintained by the Program Coordinator according to this RFP. This amount shall be payable quarterly in advance. The Program Coordinator may shut down any NVAS-2 unit from official testing if the quarterly payment is not made.

Any such contract shall extend through the term of the contract awarded pursuant to this RFP and any extension thereto.

Any station may cancel such contract without cause at any time if a 90-day notice is given to both DEQ and the Program Coordinator. Such contract may contain terms and conditions that Program Coordinator supplied equipment be returned in reasonable condition.

The Program Coordinator may offer web-based informational software, peripheral devices and other appurtenant equipment at a fair market price. The Offeror shall propose any such web software, devices and equipment and shall specify a firm price for the duration of the contract subject to a CPI adjustment, only at the time of contract renewal. Any optional or auxiliary equipment must be provided at a fair market price. Any equipment offered at a later date and not specified in the proposal must be offered at a fair market price to be approved by DEQ.

The Program Coordinator shall provide a contract template which includes all available options for DEQ approval. Any changes from this contract such as to provide unanticipated auxiliary equipment options must be approved by DEQ.

K. SYSTEM ACCEPTANCE TESTING

System testing shall be completed, prior to the implementation of each delivered version of software. System testing must ensure that the addition of any new modules or features will not result in any system degradation. The Program Coordinator must test each module, deliverable, and phase to ensure that all the pieces work together, and that specifications are met. System testing shall include the VID system, communication with the NVAS-2 workstations, communication with DMV, operation of all required DEQ interfaces, and the operation of the NVAS-2 to perform the testing functions according to the NVAS-2 specification in Attachment A.

The Offeror shall provide a detailed list of acceptance criteria items for each of the above components. The final acceptance testing of the operation of the NVAS-2 to perform the testing functions shall be performed by an independent consultant approved by DEQ and provided by the Program Coordinator. Attachments G and H contain suggested acceptance test procedure scripts that should be followed or enhanced. The Program Coordinator shall submit any changes to DEQ for approval prior to beginning the acceptance testing.

The Offeror shall provide a time schedule in which it expects to conduct communication testing with DMV.

DEQ will provide staff to assist the Program Coordinator with user-testing of various software application functions and NVAS-2 beta testing to determine whether such applications meet system requirements and conform to business rules; and to serve as a means for providing feedback to the Program Coordinator concerning the effectiveness of the NVAS-2 prototype. The Offeror shall identify the number and type of DEQ staff members required (e.g., Technical Officer, VECO); and an estimate of the amount time, in hours, required for each staff member.

L. PROGRAM STARTUP AND TRANSITION FROM EXISTING VID

1. SYSTEM DEVELOPMENT METHODOLOGY

The Offeror shall describe their system development methodology. This includes a description of how the project will progress; specific system documentation deliverables; and examples, where appropriate. The Offeror shall describe in detail the deliverables and system documentation (including VID structure) to be provided during program implementation. The testing of each module, deliverable, and phase is the responsibility of the Program Coordinator.

2. DATA CONVERSION PLAN

The Program Coordinator shall be responsible for following the Data Conversion Plan to transfer data from the old VID system onto the new VID system throughout the entire System Migration lifecycle.

3. NVAS-2 WORKSTATION PROTOTYPE

The Program Coordinator shall develop a working NVAS-2 workstation prototype, which is subject to DEQ's approval. The NVAS-2 prototype shall have passed the acceptance testing requirements in Section III K.

4. SYSTEM MIGRATION PLAN

The Program Coordinator shall be responsible for following the approved System Migration Plan to facilitate and coordinate the implementation and operation of the new VID and Communications Manager application software with the existing VID application software. The Offeror shall describe how it proposes to coordinate vehicle inspection data with the existing VID during the workstation rollout phase of the system migration lifecycle. This proposal must minimize any deviances from normal testing procedures during the transition period. The Offeror must agree to transition rules that may be required by DEQ to this end.

5. NVAS-2 WORKSTATION ROLLOUT

The Offeror shall describe in detail how it proposes to acquire, assemble and deliver the NVAS-2 units to participating inspection stations. The timetable proposed must be consistent with the "Detailed Project Schedule" and shall include the number of units to be delivered and installed each week. The Program Coordinator shall provide each inspection station at least a 2 week advance notice of the expected NVAS-2 workstation installation and an estimate of the time required for the installation. The Offeror shall describe the extent of set-up and installation that is required before any computer-based instruction is available to the user. If the instruction is to be provided to stations in the form of a user's manual, Offerors must provide a sample of such a manual with their proposals.

6. VID SYSTEM TRANSITION DURING ROLLOUT

The Program Coordinator shall work with DEQ to implement a method to phase in the NVAS-2 test results while NVAS-2 units are still being installed. This method may involve daily exchanges of transient data tables with the current VID provider. Alternatively, certain authority tables (for example CERF.DAT, CERT.DAT,

AUDITSET.DAT, etc.) could be obtained from CEDS. However, some VID functions that require historic data could be inhibited, such as gas audits.

M. TRANSITION TO NEW CONTRACTOR UPON CONTRACT EXPIRATION

1. VID OPERATION

Upon expiration or termination of this contract the Program Coordinator shall agree to continue to provide assistance as DEQ may reasonably require to transition VID Services and equipment to any other supplier with whom DEQ contracts for provision of services identical or similar to the Services provided the Program Coordinator. This includes all services related to this RFP as may be required by DEQ during the transition period at the same monthly fee stated in the contract pursuant to this RFP or at a lesser amount to be prorated for reduced services if applicable. The Program Coordinator shall agree to provide these services for as long as necessary to complete the transition. DEQ may terminate the services at any time with one month notice to the Program Coordinator.

2. EQUIPMENT MAINTENANCE

Any and all contracts with permitted Virginia Emissions Inspection Stations shall remain in effect during the transition period to the extent necessary to maintain I/M testing continuity. Any individual contract shall expire at the time that equipment is replaced by the subsequent Contractor or when it is no longer needed or at the station owner's discretion upon giving the Program Coordinator a one-month advance notice during such transition period.

3. TRANSFER OF DATA

At the termination of the contract, the Program Coordinator shall cooperate with DEQ to ensure that all files, records, data, and reports collected, stored, generated, maintained, or transmitted during the performance of the Enhanced I/M system, or as part of the contract resulting from this RFP, and all equipment, of which DEQ is the rightful owner, remain intact during their transfer into the possession of DEQ or its assignee.

N. IDENTIFICATION OF OFFEROR'S PERSONNEL/RESUMES

The Offeror shall submit an organization chart listing key personnel who will be involved in the preparation and implementation of this contract. Resumes shall be provided for all such key personnel.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP RESPONSE:

In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to DEQ. Clearly identify the original copy. In addition to paper submissions of proposals, offerors shall provide one (1) electronic copy of the proposal in Microsoft Word or Adobe Acrobat format on a CD or USB flash drive. No other distribution of the proposal shall be made by the Offeror.

2. PROPOSAL PREPARATION:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be contained in a single 3-ring binder. All documentation submitted with the proposal should be contained in that single volume. Proposals shall not exceed a total of 150 pages.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia*

Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. ORAL PRESENTATION:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that DEQ may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP. **Complete Attachment J.**
3. Explanations of compliance or noncompliance with the following:
 - a. Enterprise Standard Repository: If not in compliance, provide details that specify the Standard/Policy and how Supplier's solution does not comply. (see Section X.13. of this RFP).
 - b. VITA Accessibility Standard (see Section X.14. of this RFP).
 - c. Section 508 Compliance: If in compliance, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT). This document is located in Appendix C of the COVA IT Accessibility Standard (see Section X.15. of this RFP). If not in compliance, describe how your solution provides alternate accessibility functionality.
 - d. Non-Visual Access (see Section X.16. of this RFP).
4. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.

- c. Resumes of staff to be assigned to the project.
 - d. Specific items listed in Section III A. (affidavit, disclosure of litigation)
- 5. Specific plans for providing the proposed services including:
 - a. Outline of proposed services and any associated equipment/goods specified in the proposal. Include operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.
 - c. Time frame for completion.
 - d. All schedule requirements stated in Section III
- 6. Proposed Price: Indicate in the Pricing Schedule, Section XII of the RFP. Additionally, offerors shall provide an itemized price breakdown to support the total costs listed for each line item. Offerors shall also propose a progress payment schedule.
- 7. Small Business Subcontracting Plan: Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. **Complete Attachment K.**
- 8. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50 of the *Code of Virginia*. **Complete Attachment L.**

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA:

Proposals shall be evaluated by the Department of Environmental Quality using the following criteria:

| | POINT VALUE |
|---|----------------|
| Technical Approach, to include specific plans and methodologies, to be used in performing services, and ability to meet proposed schedule | 20 |
| Demonstrated knowledge of I/M program compliance and fraud remedies | 10 |
| Qualifications and Experience in Providing Services | 10 |
| Adherence to System Requirements | 10 |
| Price | 30 |
| Small Business Subcontracting Plan | 20 |

B. AWARD OF CONTRACT:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. Within 2 weeks after signing of the contract pursuant to this RFP, the Program Coordinator shall provide to the DEQ Contract Administrator a detailed Project Plan that includes the following in addition to any other requirements specified in Section III of this RFP:
 - 1. Data Conversion Plan
 - 2. System Migration Plan
 - 3. Project Timeline
 - 4. Methodology for Reporting of Project Status
- B. The contractor shall provide a report on actual expenditures with small businesses identified in the Small Business Subcontracting Plan. This report shall be submitted to the DEQ Contract Officer by the 10th of each month in the format provided at contract award.

VII. MANDATORY PREPROPOSAL CONFERENCE:

A mandatory preproposal conference will be at 10:00 a.m. on February 21, 2013 at the DEQ Central Office, 629 E. Main Street, Richmond, Virginia. The purpose of this conference is to allow potential offerors an opportunity to demonstrate commitment, present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal

conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:10 a.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Technical questions should be submitted, in writing, to Laura Roder via email at Laura.Roder@deq.virginia.gov or fax at (804) 698-4178 no later than 5:00 p.m. on February 14, 2013. Responses to these questions will be provided at the mandatory pre-proposal conference. If needed, DEQ will issue an addendum to the RFP by February 25, 2013. DEQ will consider additional comments and questions until 5:00 p.m. on March 1, 2013 and if necessary DEQ will issue a second addendum by March 5, 2013.

VIII. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

B. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the

Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:

Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination

of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS:

The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND

TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be

used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Omitted.

R. USE OF BRAND NAMES: Omitted.

S. TRANSPORTATION AND PACKAGING: Omitted.

T. INSURANCE:

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000 for bodily injury by accident or disease.

3. Commercial General Liability - \$1,000,000 per occurrence with a \$2,000,000 general aggregate and a \$2,000,000 products and completed operations aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage and contractual liability. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Only used if motor vehicle is to be used in the contract.)
5. Professional Liability Insurance to include negligent acts, Errors and Omissions for all information technology or other professionals servicing this contract in amount of not less than \$1,000,000.

U. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS:

An Offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the

individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase

order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET-ASIDES:

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

AA. BID PRICE CURRENCY:

Unless stated otherwise in the solicitation, Offerors shall state offer prices in U.S. dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS:

A. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

B. AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. CANCELLATION OF CONTRACT:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 180 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 180 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

E. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the agency and must be continued without interruption and that, upon contract expiration, a successor, either the agency or another contractor, may continue them. The Contractor agrees:
 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 2. To make all agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 3. That the agency Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to one hundred eighty (180) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval. See additional requirements in Section III M.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

F. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

G. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

The solicitation/contract will result in one (1) purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

H. FINAL INSPECTION:

At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

I. IDENTIFICATION OF PROPOSAL ENVELOPE:

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

| | | |
|-----------------------|-------------------------------------|------------------|
| From: _____ | <u>3/22/2013</u> | <u>2:00 p.m.</u> |
| Name of Offeror | Due Date | Time |
| _____ | <u>13-01-LR</u> | |
| Street or Box Number | RFP No. | |
| _____ | <u>Program Coordinator Services</u> | |
| City, State, Zip Code | RFP Title | |

Name of Contract Officer: Laura Roder

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

J. INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

K. INSTALLATION:

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

L. MODIFICATIONS:

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee. In no event may the amount of the contract be increased without adequate consideration.

M. PRIME CONTRACTOR RESPONSIBILITIES:

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

N. PRODUCT AVAILABILITY/SUBSTITUTION:

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality, subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

O. QUANTITIES:

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

P. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth for one successive two-year period under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal and apply only to those items described in the following sections of the RFP: III.C. 2. (Bar Code Reader), III.C.7. (OBD-II Scan Tool), and III. J. Paragraph 5 (NVAS-2 Equipment Contract). Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. The initial and all subsequent renewal pricing shall be in the form of a firm unit price for each item during the contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract price(s) for the additional two years shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the service

category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Q. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

R. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

S. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

T. WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

X. ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO INFORMATION TECHNOLOGY PURCHASES

1. DEFINITIONS

a) Acceptance

Successful performance of the Solution at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by DEQ in the applicable Statement of Work.

b) Agent

Any third party independent agent of DEQ.

c) Application Users

Application Users shall include, as specified in the applicable order, employees of the DEQ, independent contractors engaged by the DEQ, or entities contracting with the DEQ for services, as well as customers, suppliers, members of the general public, and other entities with whom the DEQ may find it necessary or desirable to process or communicate electronically in pursuit of its business.

d) Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

e) Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party; (iv) for Application and Licensed Services Supplier performance under this Contract, any information or data provided by DEQ or an Application User, which type of information is designated by DEQ or the Application User as “Confidential” or “Proprietary” or which information is otherwise reasonably identifiable as the confidential or proprietary information of DEQ or the Application User providing such information.

f) Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or the Solution or Solution component provided by Supplier as identified in the applicable Statement of Work.

g) Documentation

Those materials detailing the information and instructions needed in order to allow DEQ and its Agents to make productive use of the Solution, and to implement and develop self-sufficiency with regard to the Solution as may be specified in a Statement of Work issued hereunder.

h) Electronic Self-Help

Any use of electronic means to exercise Supplier’s license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order or Statement of Work (SOW) placed hereunder.

i) Party

Supplier or DEQ.

j) Receipt

DEQ or its Agent has physically received any deliverable at the correct “ship-to” location.

k) Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables, and, if applicable under the Contract, of the Licensed Services and Application, as set forth in this RFP and the applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties. In case of conflict, see the Entire Contract clause for order of precedence.

l) Services

Any work performed or service provided, including development and maintenance of the Solution, software modifications, installation, support, training, and provision to DEQ of any Deliverable described in the applicable SOW, provided by Supplier under this Contract for DEQ. Services include the discovery, creation, or development of Work Product, if any. The definition of Services does not include Licensed Services, as defined in this RFP.

m) Software

The programs and code provided by Supplier under this Contract as a component(s) of the Solution, and any subsequent modification of such programs and code, excluding Work Product.

n) Software Publisher

The licensor of the Software provided by Supplier under this Contract, if provided.

o) Statement of Work (SOW)

Any document describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing a Solution and/or Services to DEQ or providing Licensed Services, including access to the Application(s) to DEQ and its designated Application Users which, upon signing by both Parties, shall be deemed a part of this Contract.

p) Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

q) Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and DEQ in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of software.

2. KICK-OFF MEETING AND CLOSEOUT

a) Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the DEQ contract manager/administrator, the DEQ and/or other CoVA Agency project manager(s) or authorized representative(s), technical leads, DEQ representatives for SWaM, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a

representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the DEQ contract manager.

b) Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to DEQ Procurement Office within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

3. SOFTWARE LICENSE

DEQ will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires an End User License Agreement (EULA). In such case, Supplier is advised that DEQ will require an addendum to such EULA to address terms and conditions in such EULA with which DEQ, as a government entity, by law or by policy, cannot agree.

DEQ is a state agency of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth.

a) License Grant

[Option 1—Software licensed by Supplier]

- i). Supplier grants to the Commonwealth and DEQ a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to DEQ and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or DEQ.
- ii). The Commonwealth and DEQ shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of its Agents, including internal and third-party information processing.

- iii). The Commonwealth and DEQ may allow access to the Software by third party vendors who are under contract with DEQ to provide services to or on behalf of DEQ or the Commonwealth of Virginia, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of DEQ or its Agents.
- iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- v). In the event that all of DEQ's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to DEQ, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- vi). DEQ may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. DEQ agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. DEQ may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or DEQ has ownership rights pursuant to this Contract.
- vii). Except as expressly authorized, DEQ shall not distribute the Software to any third party without Supplier's prior written consent.
- viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

[end Option 1]

[Option 2—Software licensed by Software Publisher]

Supplier shall provide Software as part of its Solution. Such Software is licensed directly from the Software Publisher through the end user licensing agreement (EULA) and shall be incorporated in this RFP and resulting Contract

[end Option 2]

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or DEQ to use any technical data, which the Commonwealth or

DEQ may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of DEQ.

b) License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be incorporated in this RFP and resulting Contract and identified on any order issued pursuant to this Contract. [Note: The license types defined herein are examples and are not intended to limit the type of license offered by Supplier or requested by DEQ.]

[option C1 - Designated CPU License]

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed in the applicable SOW. DEQ may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, DEQ may use the Software on a replacement CPU as long as required by the mentioned conditions.

[option C2 - Concurrent User License]

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of “Concurrent Users” is defined as the maximum number of concurrent Sessions connected at a given point in time. A “Session” is defined as an active user executing the Software. DEQ shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. DEQ may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee shall be incorporated in this RFP and resulting Contract.

[option C3 – Site License]

The license(s) granted under this Section authorizes use of the Software on any system located at the “Site” as such term is defined in the applicable order or SOW.

[option C4 – Project Specific License]

The Project Specific License authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or DEQ; and by any user, without limitation as to quantity or location for the Virginia OFFEROR Project.

[option C5 – Enterprise Wide License]

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the “Enterprise”, as such term is defined in the

applicable order or SOW, without limitation as to the quantity or location or project.

c) No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for a Solution, the components of which are licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

4. GENERAL WARRANTY

Supplier warrants and represents to DEQ the Solution described as follows:

a) Ownership

Supplier has the right to provide the Solution without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

b) Solution and Documentation

Supplier warrants the following with respect to the Solution:

- i). The Solution is pursuant to a particular Request for Proposal (“RFP”), and therefore such Solution shall be fit for the particular purposes specified by DEQ in the RFP and in this Contract, Further, Supplier is possessed of superior knowledge with respect to the Solution and is aware that DEQ is relying on Supplier's skill and judgment in providing the Solution;
- ii). If the RFP specified or Supplier's quote specifies the hardware equipment that DEQ shall use to run the Solution, then Supplier warrants the Solution, and any subsequent Solution component Software release, is compatible with and shall perform well with such hardware equipment;
- iii). The Solution provided hereunder includes component Software at the current release level unless DEQ specifies an older version in its order;
- iv). No corrections, work-arounds or future Software or Solution component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require DEQ to acquire additional hardware equipment or software;
- v). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Solution without reference to any other materials or information.

c) Limited Warranty

During the term of the contract, or as specified in the applicable SOW, Supplier warrants that the Solution shall meet or exceed the Requirements. Supplier shall correct, at no

additional cost to DEQ, all errors identified during the warranty period that result in a failure of the Solution to meet the Requirements.

d) Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Solution at the time of delivery to DEQ. Supplier warrants that the Solution does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent DEQ's use of the Solution. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that DEQ may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

e) Open Source

Supplier will notify DEQ if the Solution contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

5. DELIVERY AND INSTALLATION

a) Scheduling

Supplier shall deliver the Solution, including any component parts, and complete performance of Services according to the delivery dates set forth on the appropriate SOW.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant component of the Solution. Any Solution component delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

b) Deployment of Solution

(1) Supplier Deployment (Go-Live) of Solution

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy in accordance with the deployment schedule set forth in the SOW. Deployment shall include the installation of any Software component and, if agreed, any hardware component, of the Solution. Supplier shall conduct its standard appropriate user acceptable testing evaluation to determine that the solution is properly deployed and fully functional for public use, and shall supply DEQ with a copy of the results of the user acceptance testing after completion of deployment.

(2) DEQ Installation of Software

If the Solution includes Software which may be installed by DEQ and DEQ elects to install the Software itself, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having DEQ invoke the primary function of each major component of the Software or when Acceptance criteria have been met. DEQ shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Supplier shall proceed with full deployment of the Solution concurrently with or after DEQ's installation of the Software, as agreed between DEQ and Supplier in the SOW.

c) Documentation of Software Configuration

If the Solution includes configuration of Software by Supplier, Supplier shall provide to DEQ documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of DEQ may reconstruct the configuration of the Software.

6. ACCEPTANCE

a) Solution Acceptance Criteria

Solution shall be deemed accepted when DEQ determines that the solution successfully operates in accordance with the Requirements.

b) Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or component products or Services for re-testing within fifteen (15) days of written notice of non-conformance to Supplier, or as otherwise agreed between DEQ and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, DEQ may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, DEQ may, at its sole discretion, terminate its order, in whole or in part, for the Solution to be provided thereunder by Supplier.

7. WARRANTY AND MAINTENANCE SERVICES

At any time during the Warranty or Maintenance Period, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and all Necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, such services shall be performed without additional charge to DEQ. During the Maintenance Period, charges shall be in accordance with this Section or other terms and conditions agreed upon by both parties and incorporated into this contract.

a) Known Defects

Promptly notify DEQ in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source other than DEQ, correct any such defects or malfunctions or provide a work around until corrected, within fifteen (15) days of Supplier's knowledge of such defect or malfunction and provide DEQ with corrected copies of same.

b) Coverage

Twenty-four (24) hours per day, seven (7) days a week provide to DEQ all reasonably Necessary telephone or written consultations requested by DEQ in connection with use, problems and operation of the Solution.

c) Service Levels and Remedies

[To be provided by Supplier]

d) Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to DEQ, such action on the part of Supplier or Software Publisher shall not in any way result in DEQ being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or DEQ shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or DEQ the option to exchange licenses for such replacement Software product or function at no additional charge.

e) Escalation Procedures

[To be provided by Supplier]

8. TRAINING AND DOCUMENTATION

The Solution fee includes all costs for any Necessary training of Commonwealth personnel per order or SOW at DEQ's designated location on the use and operation of the Solution. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts to be provided by the supplier.

9. INTERACTION WITH COMMONWEALTH WEB PAGES

Neither DEQ or the Commonwealth of Virginia shall assume any responsibility or liability for any complications, disruptions, system failures, corruptions, malicious code or software or data compromise in connection with or due to the transmission of

information that may be contained on any Commonwealth of Virginia's web pages, or the third-party software, services or licensed services and/or applications that compose their operation, nor for any information accessed, downloaded, transferred, used, or otherwise taken from them, individually or in total.

Further, DEQ and the Commonwealth of Virginia shall not be held responsible or liable for any infringements, negligence or other direct or indirect actions of third parties whose software, services or licensed services and applications may directly or indirectly integrate into the Solution being procured from Supplier under this Contract.

10. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier shall also comply with all applicable federal, state and local laws and regulations. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Commonwealth and DEQ information with which such employees and agents come into contact during performance of this Contract is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify DEQ of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by DEQ to Supplier. Supplier shall provide DEQ the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

a) Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Application or the Licensed Services, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, or (vi) loss of Content provided to Supplier due to

Supplier's failure to back up Content in accordance with the Contract. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Application or that the provision of Licensed Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Application or Licensed Services, or any component thereof; or (b) replace or modify such infringing Application or Licensed Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Application or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service in the event such Authorized User cannot use the affected Application. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Application or Licensed Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

b) Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Application and Licensed Services provided under this Contract. Supplier agrees that it is

fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

11. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, DEQ requires that any data deemed “restricted” or “sensitive” by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

12. ARRA REQUIREMENTS

Refer to the following link:

<http://www.vita.virginia.gov/scm/default.aspx?id=10524E>

13. ENTERPRISE STANDARD REPOSITORY

Provided solution shall comply with all current COV ITRM Policies and Standards, as applicable to the project. Refer to the following link: <http://www.vita.virginia.gov/library/default.aspx?id=537>.

14. VITA ACCESSIBILITY STANDARD

Provided solution shall comply with all current COV Data Standards, as applicable to the project. Proposed interfaces to Commonwealth systems shall comply with or have approved exceptions to all applicable Commonwealth Data Standards. Refer to the following link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>.

15. SECTION 508 COMPLIANCE

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

Provided solution shall provide 508 Compliance in accordance with the following standard regarding IT Accessibility:

http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf.

16. NON-VISUAL ACCESS

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

17. GENERAL PROVISIONS

a) Relationship Between DEQ and Supplier

Supplier has no authority to contract for DEQ or the Commonwealth or in any way to bind, to commit DEQ or the Commonwealth to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of DEQ or the Commonwealth. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of DEQ or the Commonwealth, and neither DEQ nor the Commonwealth shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that DEQ is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by DEQ shall be reimbursed by Supplier upon demand by DEQ.

b) Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

c) Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

d) Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mail, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

To DEQ and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, DEQ or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned DEQ and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

DEQ and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

XI. METHOD OF PAYMENT:

- A. Invoices shall be submitted on a monthly basis by the 10th of each month.
- B. Invoices shall reference the contract number and fully detail the services performed.
- C. All invoices shall be sent to:
 - Department of Environmental Quality
 - Attn: Accounts Payable
 - P.O. Box 1105
 - Richmond, Virginia 23218
- D. The Contractor will receive payment within thirty days of receipt of an invoice acceptable to the Department of Environmental Quality.

XII. PRICING SCHEDULE:

Offerors shall provide firm fixed prices in the spaces below. All lines must be completed. Additionally, offerors shall provide an itemized price breakdown to support the total costs listed for each line item. Offerors shall also propose a progress payment schedule that links specific deliverables to associated payments.

VID and Communications Manager

Initial 7-year Term of Contract \$_____

One 2-year Renewal Period \$_____

2,000 Hours of Software Development
and Technical Assistance during Initial Term \$_____

Hourly Rate \$_____

Total VID and Communications Manager \$_____

Registration and Compliance Application

Initial 7-year Term of Contract \$_____

One 2-year Renewal Period \$_____

Total Registration and Compliance Application \$_____

Public Interest Data Credits to DEQ

Total assuming full 9 years \$(_____)

GRAND TOTAL \$_____

Training and Testing Information Requested (but not scored)

Option #1 Training and Testing

Cost for LEI Training and Testing per Applicant \$_____

Cost for CRT Training and Testing per Applicant \$_____

Option #2 Training and Testing

Cost for LEI Training and Testing per Applicant \$_____

Cost for CRT Training and Testing per Applicant \$_____

Note: The Offeror must propose and quote prices for at least one Training and Testing Option, and may propose two or more options. DEQ will evaluate whether it is desirable to continue with the existing training and testing procedures or include them in the Program Coordinator contract.

Other Cost Information Requested (but not scored)

Modifications to Registration and Compliance Application after initial acceptance

Hourly Rate \$_____

Cost per person for Computer hardware including printers, laptops, mobile (devices including any phones, tablets, wireless 4g datacards, desktop software including Microsoft Office)

Each person \$_____

XIII. ATTACHMENTS:

ATTACHMENT A: NVAS-2 SPECIFICATION

See NVAS-2 spec PC-RFP update v7.docx

ATTACHMENT B: DEQ VID CONTROL

See 2012 IM-PC RFP_Attachment B - DEQ VID Control.docx

ATTACHMENT C: AIR CHECK VIRGINIA AND DMV DATA

See 2012 IM-PC RFP_Attachment C - ACV and DMV data.docx

ATTACHMENT D: CEDS

See 2012 IM-PC RFP_Attachment D - CEDS.docx

ATTACHMENT E: REPORTING REQUIREMENTS

See 2012 IM-PC RFP_Attachment E - Reporting Requirements.docx

ATTACHMENT F: SERVICE LEVEL CREDITS / LIQUIDATED DAMAGES

See 2012 IM-PC RFP_Attachment F - Service Level Credits.docx

ATTACHMENT G: VID PROCESSING ATP

See 2012 IM-PC RFP_Attachment G - VID Processing ATP.docx

ATTACHMENT H: NVAS-2 ATP

See 2012 IM-PC RFP_Attachment H - NVAS-2 ATP.xlsx

ATTACHMENT I: VIRGINIA I/M REGULATIONS

See 2012 IM-PC RFP_Attachment I - Virginia IM Regulations.docx

Note: These regulations are subject to change. Attachment I will be updated as needed.

ATTACHMENT J: Offeror Data Sheet –

Offeror to provide contact information, number of years in business, and four (4) references.

ATTACHMENT K Small Business Subcontracting Plan -

Offeror to document the firm's certification as a small business by the Department of Minority Business Enterprise (DMBE) or plans for utilizing DMBE-certified small businesses as subcontractors in the performance of this contract.

ATTACHMENT L: State Corporation Commission Form –

Offeror to provide information on registration with the State Corporation Commission.

ATTACHMENT J: OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

ATTACHMENT K: SMALL BUSINESS SUBCONTRACTING PLAN

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE on-line at www.dmbv.virginia.gov (Customer Service).

Definitions

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia, § 2.2-4310*)

"Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia, § 2.2-4310*)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia, § 2.2-4310*)

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- _____ Small Business
_____ Small and Women-owned Business
_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

| Small Business Name & Address DMBE Certificate # | Status if Small Business is also: Women (W), Minority (M) | Contact Person, Telephone & Email | Type of Goods and/or Services | Planned Involvement During Initial Period of the Contract | Planned Contract Dollars During Initial Period of the Contract |
|--|---|--|--|--|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals \$ | | | | | |

ATTACHMENT L: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this offer an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for offers (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐